

# **REQUEST FOR PROPOSALS**

**“Conduct Performance Audits of Ambient Air Monitoring Sites”**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**



**RFP No: 3000002300**

**Proposal Due Date/Time: December 20, 2013/3:00 p.m. CST**

**Issue Date: November 20, 2013**

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# REQUEST FOR PROPOSALS

## “Conduct Performance Audits of Ambient Air Monitoring Sites”

Louisiana Department of Environmental Quality

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## **REQUEST FOR PROPOSALS**

### **“Conduct Performance Audits of Ambient Air Monitoring Sites” Louisiana Department of Environmental Quality**

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#### **PART I. ADMINISTRATIVE INFORMATION**

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The Louisiana Department of Natural Resources (LDNR) is issuing this RFP on behalf of the Louisiana Department of Environmental Quality. All questions or proposals related to this RFP should be submitted to LDNR as required in Sections 1.4 and 1.5 of this RFP. The contract resulting from this RFP will be between the successful proposer and LDEQ.

##### **1.1 Request for Proposals (RFP)**

The Louisiana Department of Environmental Quality, hereinafter referred to as “LDEQ,” requires the services of a well-qualified contractor to conduct performance audits at LDEQ ambient air monitoring sites across the state to ensure that the data being collected is accurate. The goal is for the LDEQ to maintain compliance with federal mandates, which require that all ambient monitoring sites be audited at least once a year and at least 25% of the sites be audited quarterly. The LDEQ invites all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

##### **1.2 Contract Term and Compensation**

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately January 1, 2014, and ending approximately December 31, 2014, with the option to renew annually up to 2 additional years (not to exceed a total of 36 months). Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract amount based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. The LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract amount, using the unit prices established in Attachment 2, Schedule of Prices. This contract and any amendments require the approval of the Division of Administration, Office of Contractual Review.

Although the contract will be federally funded in part, neither the United States Environmental Protection Agency, nor any other federal departments, agencies, or employees are, or will be, a party to this RFP or any resulting contract.

##### **1.3 Proposal Preparation**

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

#### 1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the Louisiana's Department of Natural Resource's (LDNR) Procurement Division no later than 3:00 p.m. local time on or before December 4, 2013. Do not contact other LDEQ or LDNR program personnel with questions regarding this RFP.**

Questions may be mailed to:

Sharon Schexnayder  
Procurement Division  
Louisiana Department of Natural Resources  
P. O. Box 94396  
Baton Rouge, LA 70804-9396

or submitted by e-mail to: [dnrprocurement@la.gov](mailto:dnrprocurement@la.gov)

Questions will also be accepted by FAX at (225) 342-8700.

Responses to these questions can be accessed by going to [www.deq.louisiana.gov/RFP](http://www.deq.louisiana.gov/RFP). Additionally, Questions and Answers will also be posted to LaPAC <http://wwwprdl1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> as an addendum to the RFP. It is the responsibility of potential Proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addendums, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

#### 1.5 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal shall, and five (5) copies of the technical proposal and one (1) copy of financial information should be submitted to the Louisiana Department of Natural Resources (LDNR) Procurement Division , **no later than 3:00 p.m. local time on or before December 20, 2013. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Sharon Schexnayder, Procurement Division  
Louisiana Department of Natural Resources  
LaSalle Building  
617 N. Third Street, Ste. 1271  
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the Department's of Natural Resource's building. Therefore, Proposers are advised to hand deliver or send their proposals by

some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. The LDNR will not acknowledge by mail or telephone timely receipt of proposals.

### **1.6 Changes, Addendum, or Withdrawal of Proposals**

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and received by the LDNR prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any Proposer choosing to withdraw its proposal must submit a written withdrawal request to the LDNR.

### **1.7 RFP Schedule Summary**

The events and dates summarized in Table 1 represent milestones in the LDEQ's RFP process; however, the LDEQ reserves the right to deviate from this schedule.

**Table 1. RFP Schedule Summary.**

<b>Event</b>	<b>Date</b>	<b>Local Time</b>
Begin Advertisement of RFP	11/20/2013	
Deadline for the LDNR receipt of written questions from prospective Proposers	12/4/2013	3:00 p.m.
Proposal due date and time	12/20/2013	3:00 p.m.
Oral presentations by Proposers (if required)	To be scheduled	
Estimated award date	Approximately 1/27/2014	
Estimated initiation of the contract period	Approximately 1/1/2014	

### **1.8 Definitions**

Shall, Will, Must: Denote a mandatory requirement

Should, Can, May: Denote a preference, not a mandatory requirement

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## **PART II. GENERAL INFORMATION**

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### **2.1 Corporation Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a Certificate of Authority pursuant to La. R.S. 12:301-302 from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. The Certificate of Authority must be provided prior to contracting with the LDEQ.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a Disclosure of Ownership form has been properly filed with the Louisiana Secretary of State's office before contracting with state government. The Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

### **2.2 Code of Ethics for State Employees**

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Appendix C, Sample Contract, Article 25).

### **2.3 Insurance Requirements**

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 27). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by the LDEQ before work begins. Furthermore, the successful contractor must include all subcontractors as insured under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor before work begins.

### **2.4 Proposal Costs**

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of the LDEQ and will not be returned.

### **2.5 Request for Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional



opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), the proposer shall complete and include in their proposal, Appendix D, Veteran-Owned and Service-Connected Small Entrepreneurships (Veterans Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Table. Reserved points will be allocated according to the information provided by the proposer, not by what could be inferred.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form B

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be



accessed from the State of Louisiana Procurement and Contract (LaPAC) Network  
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

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## **PART III. PROPOSAL PREPARATION INSTRUCTIONS**

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### **3.1 Proposal Content**

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the Proposer's ability to meet the requirements of the RFP. The Proposer should demonstrate his understanding of the LDEQ's requirements. Each Proposer is solely responsible for the accuracy and completeness of his proposal.

### **3.2 Elements for Technical Proposal (Volume I)**

Each Proposer should address the elements described by this section in his Technical Proposal in the order listed.

#### **3.2.1 Proposal Cover Sheet**

Each Proposer must complete Appendix A, Proposal Cover Sheet. **Proposals lacking a signed cover sheet shall be disqualified.**

#### **3.2.2 Table of Contents**

Each Proposer should include a paginated Table of Contents to facilitate locating proposal information.

#### **3.2.3 Scope of Services**

Each Proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in Attachment 1, Statement of Work (SOW). The Proposer's Scope of Services should be presented in as much detail as judged necessary by the Proposer. An unsupported statement that the Proposer will comply with all the requirements of this solicitation shall not be acceptable.

Each Proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

##### **(1) Project Management**

The Proposer should describe the proposed approach to project management, including, at a minimum, the following information:

##### **(a) Overall company organization**

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with the LDEQ. Include a description of the involvement of any proposed subcontractors in this project (See Item 3.2.6, Subcontractors).

(b) Project organization

The Proposer should provide the following information

Provide a project-specific organizational chart identifying the **Proposer's key personnel and key subcontractor personnel** proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for the LDEQ, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

The Proposer should describe the proposed approach to project management. Project management shall include, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and the LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

The Proposer should describe the proposed approach to the performance of the technical tasks described in Attachment 1, (SOW). The Proposer should include a description of deliverables to be received by the LDEQ as end products of the services rendered.

### 3.2.4 Personnel Qualifications and Experience

The Proposer should provide evidence that its proposed staff meets or exceeds the minimum education and experience requirements described in Attachment 1, Statement of Work, Section 5.0 Minimum Qualifications of the Contractor's Personnel, for key management personnel and supervisory personnel. The LDEQ will consider only experience that is relevant to the tasks listed in Attachment 1 (SOW).

The Proposer should describe the qualifications and experience of all key personnel designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. The Proposer should include résumés (key personnel only) showing each assigned individual's education, registrations, accomplishments, and experience.

### **3.2.5 Company Qualifications and Experience**

The Proposer should describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 1 (SOW). Experience will be considered relevant if prior projects major features include conducting performance audits of ambient air monitoring sites. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the LDEQ may be considered by the LDEQ for proposal evaluation, whether or not listed by the Proposer.

Each Proposer should describe projects undertaken by his company during the past three (3) years from the proposal submittal date. Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The Proposer's experience information should be submitted in the tabular format provided in Appendix B, Experience Table. The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the Proposer should provide:

- (1) the name and address of the client (sponsoring agency or company);
- (2) the name, telephone number, and email address of the client's contact person;
- (3) the project title and contract number;
- (4) the starting and ending dates of the project (contract term);
- (5) the total dollar amount of the project; and
- (6) a brief description of the project.

Each Proposer may include as many entries as he desires, however, only complete entries will be considered. Because the LDEQ will contact a representative sample of the listed clients as references during the evaluation process, Proposers should verify that all client contact information and telephone numbers are current.

### 3.2.6 Subcontractors

All subcontractors proposed for use by the Proposer for this project should be identified on Appendix A, Proposal Cover Sheet. The Proposer should provide a signed letter of agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

If any of the subcontractors proposed by the Proposer is a certified small entrepreneurship, the proposer shall complete and include in their proposal all documentation as described in Section 2.5 of this RFP.

### 3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the Department's pricing structure provided in Attachment 2, Schedule of Prices. No other format shall be acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a Proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the Department prior to proposal submission. The Department will review the information, and, if necessary, will issue any correction as an addendum to the RFP.

**Only** Attachment 2, Schedule of Prices will be considered in evaluating the price proposal. The Proposer is advised to not include any additional terms and conditions, company fee schedules, etc., as they will not be considered.

The unit rates provided by the Proposer shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line, and profit.

## 3.3 Elements for Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.6), and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the Proposer's financial capability to carry out this project. Evidence can include, but is not limited to:

- (Preferred) Financial Statements reviewed by an independent CPA for the past 3 years. This includes:
  - Notes to the Financial Statements, and
  - The CPA's Reviewed Report for each year
- Letter of intent to obtain a Letter of Credit
- Letter of intent to obtain a 100% Performance Bond

If a performance bond is required, the successful Proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The selected Proposer may be required to provide additional information as requested by the LDNR.

### **3.4 Proposal Format**

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

### **3.5 Use and Disclosure of Confidential Information**

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., the LDEQ records obtained in response to this RFP shall be available to the public. If a Proposer wishes to secure nondisclosure of information contained in his proposal, the Proposer must submit a written request to the Secretary of the LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the LDEQ will determine if the information requires confidentiality.



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## **PART IV. PROPOSAL EVALUATION AND SELECTION**

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### **4.1 Evaluation Process**

A Selection Committee composed of the LDEQ technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by the LDNR and shall not be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and
- (2) a Schedule of Prices (Part III, Section 3.2.7).

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, the LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The scores will be compiled using Table 2. Evaluation Criteria. The responsible and qualified Proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of the LDEQ or his designee and the Division of Administration, Office of Contractual Review. The Secretary of the LDEQ or his designee is the only individual who can legally commit the LDEQ to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Division of Administration, Office of Contractual Review.

### **4.2 Evaluation Criteria**

**Table 2. Evaluation Criteria**

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Merit of the Proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).	<b>20</b>
2. Qualifications and relevant experience of the Proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).	<b>20</b>

3. Qualifications and relevant experience of the Proposer in conducting performance audits of ambient air monitoring sites (Part III, Sections 3.2.5 and 3.2.6).	<b>25</b>
4. Price (Part III, Section 3.2.7).	<b>25</b>
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4)	<b>10</b>
<b>TOTAL SCORE</b>	<b>100</b>

#### 4.3 Price Evaluation Calculation

The proposal with the lowest total price from Attachment 2, Schedule of Prices, will receive the maximum possible points. All other proposals will be rated using the following formula:

$$25 \times \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} = \text{Proposal price points}$$

#### 4.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

##### Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

#### 4.5 Clarifications and Oral Presentations

Written or oral clarifications may be requested for the purpose of enhancing the LDEQ's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally

recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all Proposers may be requested to make oral presentations of their proposals to enhance the Department's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These Proposers will be notified by the Department's Financial Services Division on or before January 9, 2014. Presentations will be made by the selected Proposers on January 16, 2014, at a time assigned by the Department.

In the event oral presentations are requested, Proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

#### **4.6 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. The LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless the LDEQ has first determined that such person or firm is responsible according to the standards described in this section. The LDEQ must find that the selected Proposer:

- (1) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
  - (i) Upon completion of the Evaluation and Ranking Report, the highest rated proposal shall receive further review through preparation of a Financial Statement Analysis of the documentation provided in response to Section 3.3 of the RFP. The LNDR reserves the right to request additional information to satisfy financial status review requirements.
- (2) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; and
- (3) is able to comply with the proposed or required time of delivery or performance schedule; and
- (4) has a satisfactory record of integrity, judgment, and performance (A Proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (5) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the LDEQ to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

#### **4.7 Contract Award and Debriefings**

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the LDNR estimates that the contract will be awarded by approximately January 27, 2014, and will issue a "Notification of Award" letter to the successful Proposer. Unsuccessful Proposers will also be notified of the LDEQ's decision in writing, and may request a post-award debriefing by contacting Sharon Schexnayder at (225) 219-3812, or by e-mail at [sharon.schexnayder@la.gov](mailto:sharon.schexnayder@la.gov).

#### **4.8 Protest of the Solicitation or Award**

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

#### **4.9 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

## APPENDIX A PROPOSAL COVER SHEET

**Project Title:** "Conduct Performance Audits of Ambient Air Monitoring Sites"

**Proposer:** Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Are you a certified Veteran or Hudson Initiative small entrepreneurship? (Y/N) \_\_\_\_

If "Yes", is your Veteran / Hudson Initiative certification attached? (Y/N) \_\_\_\_

**Proposer's Contact Person:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_

FAX No. ( \_\_\_\_\_ ) \_\_\_\_\_

**Subcontractors (add lines as necessary):**

Name	Written commitment attached (Y/N)	Veteran/Hudson Initiative* certification attached (Y/N)

**\*See Section 2.5 of the RFP for more information on what must be submitted with your proposal**

**I hereby certify that:**

1. This proposal will remain in effect for at least ninety (90) days from the proposal due date.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (Appendix C).
5. I am authorized to represent \_\_\_\_\_ and can commit the organization to all provisions of this proposal.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov)).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX B EXPERIENCE TABLE

**"Conduct Performance Audits of Ambient Air Monitoring Sites" RFP**  
(Enlarge or duplicate table as necessary)

Client Name and Address	Contact Person, Telephone Number and email address	Project Title and Contract Number	Dates of Project/ Dollar Amount of Contract	Description of Project



## Appendix C

### SAMPLE CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and **Contractor Name, Contractor Address, Tax ID No.** \_\_\_\_\_ hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as **"Conduct Performance Audits of Ambient Air Monitoring Sites"** with the Purchase Order (PO) Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this PO Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from January 1, 2014 through December 31, 2014. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 1, Statement of Work and Attachment 4, Contractor's Proposal attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of Contractual Review and participation in a Commencement Conference to be scheduled by the Department at its offices.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$0.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of Contractual Review. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made upon attendance at the Commencement Conference and completion and approval of performance audits as determined by the Project Manager.

The rates for each line in Attachment 2, Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line item and profit.

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 9.0 Measurement and Payment in the steps listed below:

- (1) The Contractor should submit an original and one (1) copy of an invoice monthly for work performed during the preceding month, within ten (10) working days of the end of that month. Multiple performance audits may be included on one invoice. However, for any services completed by June 30<sup>th</sup>, the Contractor shall submit the invoice to the Department by July 10<sup>th</sup>.
- (2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality  
Financial Services Division  
Accounts Payable  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

or submit electronically to [DEQAccountsPayable@la.gov](mailto:DEQAccountsPayable@la.gov)

Each invoice must include:

- (a) the PO number;
  - (b) the name and address of the Contractor;
  - (c) location and number of performance audits billed; and
  - (d) the total amount requested.
- (3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.
  - (4) The Contractor shall attach a copy of the Attachment 3, Form B LaVet/SE-HI Report to all requests for payments.

Payments shall be made by the Department within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by the Department's Office of Environmental Compliance/Air Quality Assessment Division.

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate

sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

10. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

11. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

12. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

13. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

14. TERMINATION FOR CAUSE

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.



15. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

16. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

17. ANTIDISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, EPA Title IV implementing regulations, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

18. COMPLIANCE WITH LAWS AND GRANT

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant No. BG-986403 is being used by the Department to partially fund this contract. The Contractor shall comply with the requirements of this grant. See Attachment 5, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.



19. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

20. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

21. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

22. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

23. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

24. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company official certifies that there is no conflict or violation of the Louisiana Code of Ethics.

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

27. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. Minimum Scope and Limits of Insurance

(1) Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) **General Liability and Automobile Liability Coverages**

- (a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.
- (b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.
- (c) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

(2) **Workers Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

- (a) Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- (b) Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- (c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- (d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

d. **Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

e. **Verification of Coverage**

Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana  
Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303  
Attn: Purchase Order # \_\_\_\_\_

In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision endorsement for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Renewal of Insurance**

In the event that the Contractor provides certificates of insurance valid for a period of time less than the term of the contract, said certificates shall be acceptable, however, the Contractor shall be obligated to renew its insurance policies such that continuous coverage is provided for the entire contract term. The Contractor shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies. In the event the Contractor fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department may refuse to make payment of any further monies due or coming due under this or other agreements between the Contractor and the Department. The Department, in its sole discretion, may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract.

g. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.



h. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

i. **Disclaimer**

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this contract or otherwise in law.

28. **SUBSTITUTION OF PERSONNEL**

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

29. **SUBCONTRACTORS**

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of Veteran-Owned businesses go to [https://smallbiz.louisianaforward.com/CertifiedVET\\_List.asp](https://smallbiz.louisianaforward.com/CertifiedVET_List.asp). For a list of Service Connected Disabled Veteran-Owned go to [https://smallbiz.louisianaforward.com/CertifiedSD\\_VET\\_List.asp](https://smallbiz.louisianaforward.com/CertifiedSD_VET_List.asp)



The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

30. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

31. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship participation and the dollar amount of each. See Attachment 3, Form B. This form shall be submitted with each invoice. Failure to submit this form will result in payment being withheld.

In accordance with LAC 19:VIII. Chapters 11 and 13 and LAC 19: IX. Chapter 11 and 13, this contract may be terminated if the Department becomes aware that the Contractor has failed to use good-faith efforts to obtain certified LaVet and/or SE-HI participation. The state may impose sanctions on a contractor who fails to make good-faith efforts or on a LaVet and/or SE-HI that was found to be guilty of deception relating to certification. Sanctions may include a suspension from doing business with the state for up to 3 years.

32. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of Contractual Review. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

**DEPARTMENT OF ENVIRONMENTAL QUALITY:**

\_\_\_\_\_

\_\_\_\_\_  
Vince Sagnibene  
Undersecretary  
Office of Management and Finance

\_\_\_\_\_

\_\_\_\_\_  
Cheryl Sonnier Nolan  
Assistant Secretary  
Office of Environmental Compliance

**WITNESSES:**

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Company Name

**APPENDIX D**  
**Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Table**  
(see Sections 2.5 and 4.4 of the RFP)

**"Conduct Performance Audits of Ambient Air Monitoring Sites" RFP**  
(Enlarge or duplicate table as necessary)

Name of Certified Veteran Initiative or Hudson Initiative Small Entrepreneurship Subcontractor	Dollar Value of Subcontract (specific to this project) or Anticipated Earnings to Accrue to the Subcontractor (conveyed as percentage of total project/award)	Years of Experience and Qualifications of Subcontractor	Description of Work Subcontractor will Perform

## **ATTACHMENT 1**

### **STATEMENT OF WORK**

#### **“Conduct Performance Audits of Ambient Air Monitoring Sites” Louisiana Department of Environmental Quality**

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#### **1.0 INTRODUCTION**

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, is responsible for maintaining a safe and healthful environment for the people of Louisiana. The Department promotes and protects the health, safety, and welfare of the people of Louisiana through various and complex regulatory and permitting functions. To support these activities, the Department, with Contractor assistance, proposes to conduct performance audits of its ambient air monitoring sites.

This project shall require Contractor services for conducting performance audits and providing audit reports to the Department.

#### **1.1 Goals and Objectives**

The objective of this contract is to assess the performance of air monitors to ensure that the data being collected is accurate. The goal is for the Department to maintain compliance with federal mandates included in the National Ambient Air Quality Standards (NAAQS), which require that ambient air sites be audited at least once a year and at least 25% of the sites be audited quarterly.

#### **2.0 Background**

Federal mandates included in the National Ambient Air Quality Standards (AAQS) require that all ambient air monitoring sites (AAMS) be audited in accordance with 40 CFR Part 58 Appendix A. The Department has no available employees to perform these services and is seeking the services of a contractor to perform the necessary audits.

#### **3.0 CONTRACTOR TASKS**

Services provided by the Contractor shall include the following tasks.

#### **3.1 Commencement Conference or Commencement Conference Call**

A commencement conference or Commencement Conference Call shall be held between the Contractor’s key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. This conference will be held at Department Headquarters in Baton Rouge (602 N. Fifth Street). The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and

distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department reserves the right to hold a conference call in lieu of a meeting at the Department's Headquarters, or waive the requirement for a commencement conference. No work may be performed by the Contractor until the Commencement Conference has been completed or waived.

### **3.2 Conduct Performance Audits of Department Ambient Air Monitoring Sites**

The Contractor will conduct multi-point performance audits of Department ambient air monitoring sites within Quarters 1 through 4 of 2014, in accordance with USEPA requirements (40 CFR Part 58 Appendix A) and in the presence of a Department employee. The Contractor and the Department will agree on a schedule as to which sites and monitors will be audited each quarter, but each parameter must be done in accordance with 40 CFR Part 58 Appendix A, namely "Each calendar quarter (during which analyzers are operated), evaluate at least 25 percent of the SLAMS analyzers that monitor for SO<sub>2</sub>, NO<sub>2</sub>, O<sub>3</sub>, or CO such that each analyzer is evaluated at least once per year. If there are fewer than four analyzers for a pollutant within a primary quality assurance organization, it is suggested to randomly evaluate one or more analyzers so that at least one analyzer for that pollutant is evaluated each calendar quarter. The evaluation should be conducted by a trained experienced technician other than the routine site operator." PM<sub>10</sub>, PM<sub>10-2.5</sub> and PM<sub>2.5</sub> particulate analyzers must be audited for particulate and for flow rate every six months. Pb and TSP monitors shall be treated as particulate monitors. NO<sub>y</sub> and Speciation analyzers shall be treated as SLAMS analyzers. All parameters in the monitoring network are listed in Table A. An example of a potential auditing schedule is given in Table B. Data shall be in compliance with AQSP&A Transaction Generator User's Guide provided as Enclosure B. The Contractor shall use audit levels mandated by EPA, provided as Enclosure D.

The Department reserves the right to review and/or crosscheck the auditor's calibrator flows (both gases and dilutions) and the certifications of the flows, gas cylinders, ozone calibrators, and NIST traceable equipment. Each audit must be conducted at the zero concentration of each pollutant, and at least three of the audit levels given in Enclosure D attached. The audit levels do not have to be consecutive.

The auditing schedule per quarter shall be submitted to the Department by the Contractor within 2 weeks of commencing the audits. For example, stating Convent and Geismar will be audited the first week of August shall be sufficient. No exact dates shall be needed until after confirmation of operators' availability. The number of monitors shall be subject to change based upon network monitoring needs, but shall not increase or decrease by more than four monitors in any quarter. Updates will be sent to the contractor at least two weeks before audits are scheduled.

Audits will be considered completed when all reports have been submitted to and approved by the Department.

Table A is a list of current addresses and monitors that constitute the current Department Air monitoring network that the Contractor shall audit.

<b>Table A</b>		
<b>Site</b>	<b>Address/Location</b>	<b>Monitors</b>
Dixie	Haygood Road, Dixie, Caddo Parish	O <sub>3</sub>
Shreveport Airport	1425 Airport Drive, Shreveport, Caddo Parish	O <sub>3</sub>
		PM <sub>10</sub> (BAM)
		Speciation
		PM <sub>2.5</sub> (TEOM)
		SO <sub>2</sub>
Shreveport Calumet	Midway Street, Shreveport, Caddo Parish	PM <sub>2.5</sub> (FRM)
		PM <sub>2.5</sub> (FRM)
Monroe	5296 Southwest Road, Monroe, Ouachita Parish	O <sub>3</sub>
		PM <sub>2.5</sub> (BAM)
		PM <sub>2.5</sub> (FRM)
Alexandria	8105 Tom Bowman Drive, Alexandria, Rapides Parish	PM <sub>2.5</sub> (FRM)
		PM <sub>2.5</sub> (BAM)
		PM <sub>2.5</sub> (BAM)
Vinton	5806 Lisa Lane, Vinton, Calcasieu Parish	O <sub>3</sub>
		PM <sub>2.5</sub> (FRM)
Westlake	2646 John Stine Road, Westlake, Calcasieu Parish	SO <sub>2</sub>
		O <sub>3</sub>
		NO <sub>x</sub>
		PM <sub>2.5</sub> (TEOM)
McNeese University	Ryan Street at McNeese Street, Lake Charles, Calcasieu Parish	PM <sub>2.5</sub> (FRM)
Carlyss	Highway 28 & Highway 108, Carlyss, Calcasieu Parish	O <sub>3</sub>

Lafayette - USGS	700 Cajundome Blvd., Lafayette, Lafayette Parish	O <sub>3</sub>
		PM <sub>10</sub> (BAM)
		PM <sub>10</sub> (BAM)
		PM <sub>2.5</sub> (BAM)
		PM <sub>2.5</sub> (FRM)
New Iberia	To be determined	O <sub>3</sub>
New Roads	Highway 415, New Roads, Pointe Coupee Parish	O <sub>3</sub>
Pride	Port Hudson Rd., Pride, East Baton Rouge Parish	NO <sub>x</sub>
		O <sub>3</sub>
Baker - Pb	1400 West Irene Road, Zachary, East Baton Rouge Parish	TSP-Pb
Port Allen	3758 La Hwy. 1, Port Allen, West Baton Rouge Parish	NO <sub>x</sub>
		O <sub>3</sub>
		SO <sub>2</sub>
		PM <sub>2.5</sub> (FRM)
		PM <sub>2.5</sub> (BAM)
Capitol	1061-A Leesville Ave., Baton Rouge, East Baton Rouge Parish	NO <sub>x</sub>
		NO <sub>y</sub>
		TSP-Pb
		PM <sub>10-2.5</sub>
		O <sub>3</sub>
		Trace level SO <sub>2</sub>
		Trace level CO
		PM <sub>2.5</sub> (FRM)
		PM <sub>2.5</sub> (FRM)
		Speciation
		PM <sub>10</sub> (BAM)
LSU	East End Aster Lane, Baton Rouge, East Baton Rouge Parish	NO <sub>x</sub>
		O <sub>3</sub>
Bayou Plaquemine	65180 Belleview Rd., Bayou Plaquemine, Iberville Parish	O <sub>3</sub>
		NO <sub>x</sub>
		NO <sub>y</sub>
		PM <sub>2.5</sub> (FRM)



Carville	Hwy 141, Carville, Iberville Parish	NO <sub>x</sub>
		O <sub>3</sub>
Geismar	Highway 75, Geismar, Iberville Parish	PM <sub>2.5</sub> (FRM)
Dutchtown	11153 Kling Road, Dutchtown, Ascension Parish	NO <sub>x</sub>
		O <sub>3</sub>
French Settlement	Hwy. 16, 16627 Perrilloux Lane, French Settlement, Livingston Parish	O <sub>3</sub>
		NO <sub>x</sub>
		PM <sub>2.5</sub> (TEOM)
Hammond	21549 Old Covington Highway, Hammond, Tangipahoa Parish	PM <sub>2.5</sub> (FRM)
		PM <sub>2.5</sub> (FRM)
Garyville	E. Azalea St., Garyville, St. John the Baptist Parish	O <sub>3</sub>
Convent	LA Highway 44 at Canatella Street (inside St. James Parish Courthouse), Convent, St. James Parish	O <sub>3</sub>
LaPlace	115 Garden Grove, LaPlace, St. John the Baptist Parish	TSP-Pb
		TSP-Pb
Thibodaux	194 Thoroughbred Park Drive, Lafourche Parish	O <sub>3</sub>
		PM <sub>2.5</sub> (TEOM)
Houma	4047 West Park Avenue at Hwy. 24, Gray, Terrebonne Parish	PM <sub>2.5</sub> (FRM)
Kenner	100 West Temple Place, Kenner, Jefferson Parish	NO <sub>x</sub>
		O <sub>3</sub>
		PM <sub>2.5</sub> (FRM)
		PM <sub>2.5</sub> (TEOM)
Hahnville	1 River Park Drive, Hahnville, St. Charles Parish	O <sub>3</sub>
Madisonville	1421 Hwy. 22 W, Madisonville, St. Tammany Parish	O <sub>3</sub>
		PM <sub>2.5</sub> (TEOM)
City Park	Florida & Orleans Avenue, New Orleans, Orleans Parish	O <sub>3</sub>
		PM <sub>2.5</sub> (TEOM)
		PM <sub>10</sub> (BAM)

New Orleans Near Road	I-610 & I-10, New Orleans, Orleans Parish	NO <sub>x</sub>
		CO
		PM <sub>2.5</sub> (FRM)
Marrero	Patriot Street and Allo Street, Marrero, Jefferson Parish	PM <sub>2.5</sub> (FRM)
Chalmette Vista	24 E. Chalmette Circle, Chalmette, St. Bernard Parish	SO <sub>2</sub>
		PM <sub>2.5</sub> (FRM)
		PM <sub>2.5</sub> (BAM)
		PM <sub>10</sub> (BAM)
Meraux	4101 Mistrot Drive, Meraux, St. Bernard Parish	SO <sub>2</sub>
		O <sub>3</sub>

Table B is an example of a site audit schedule.

<b>Table B</b>					
<b>Site</b>	<b>Monitors</b>	<b>First Quarter</b>	<b>Second Quarter</b>	<b>Third Quarter</b>	<b>Fourth Quarter</b>
Dixie	O <sub>3</sub>	O <sub>3</sub>			
Shreveport Airport	SO <sub>2</sub>			SO <sub>2</sub>	
	O <sub>3</sub>	O <sub>3</sub>			
	PM <sub>10</sub> (BAM)	PM <sub>10</sub> (BAM)		PM <sub>10</sub> (BAM)	
	Speciation	Speciation		Speciation	
	PM <sub>2.5</sub> (TEOM)	PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)	
Shreveport Calumet	PM <sub>2.5</sub> (FRM)	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)	
	PM <sub>2.5</sub> (FRM)	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)	
Monroe	O <sub>3</sub>	O <sub>3</sub>			
	PM <sub>2.5</sub> (BAM)	PM <sub>2.5</sub> (BAM)		PM <sub>2.5</sub> (BAM)	
	PM <sub>2.5</sub> (FRM)	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)	

Alexandria	PM <sub>2.5</sub> (FRM) PM <sub>2.5</sub> (BAM) PM <sub>2.5</sub> (BAM)	PM <sub>2.5</sub> (FRM) PM <sub>2.5</sub> (BAM) PM <sub>2.5</sub> (BAM)		PM <sub>2.5</sub> (FRM) PM <sub>2.5</sub> (BAM) PM <sub>2.5</sub> (BAM)	
Vinton	O <sub>3</sub>				O <sub>3</sub>
	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)
Westlake	SO <sub>2</sub>		SO <sub>2</sub>		SO <sub>2</sub>
	O <sub>3</sub>				O <sub>3</sub>
	NO <sub>x</sub>				NO <sub>x</sub>
	PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)
McNeese University	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)
Carlyss	O <sub>3</sub>				O <sub>3</sub>
Lafayette - USGS	O <sub>3</sub>				O <sub>3</sub>
	PM <sub>10</sub> (BAM)		PM <sub>10</sub> (BAM)		PM <sub>10</sub> (BAM)
	PM <sub>10</sub> (BAM)		PM <sub>10</sub> (BAM)		PM <sub>10</sub> (BAM)
	PM <sub>2.5</sub> (BAM)		PM <sub>2.5</sub> (BAM)		PM <sub>2.5</sub> (BAM)
	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)
New Iberia	O <sub>3</sub>				O <sub>3</sub>
New Roads	O <sub>3</sub>			O <sub>3</sub>	
Pride	NO <sub>x</sub>	NO <sub>x</sub>			
	O <sub>3</sub>				O <sub>3</sub>
Baker - Pb	TSP-Pb		TSP-Pb		TSP-Pb
Port Allen	NO <sub>x</sub>	NO <sub>x</sub>			
	O <sub>3</sub>	O <sub>3</sub>			
	SO <sub>2</sub>			SO <sub>2</sub>	
	PM <sub>2.5</sub> (FRM)	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)	
	PM <sub>2.5</sub> (BAM)	PM <sub>2.5</sub> (BAM)		PM <sub>2.5</sub> (BAM)	

Capitol	NO <sub>x</sub>				NO <sub>x</sub>
	NO <sub>y</sub>				NO <sub>y</sub>
	TSP-Pb		TSP-Pb		TSP-Pb
	PM <sub>10-2.5</sub>		PM <sub>10-2.5</sub>		PM <sub>10-2.5</sub>
	O <sub>3</sub>				O <sub>3</sub>
	Trace level SO <sub>2</sub>	SO <sub>2</sub>			SO <sub>2</sub>
	Trace level CO	CO		CO	
	PM <sub>2.5</sub> (FRM)	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)	
	PM <sub>2.5</sub> (FRM)	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)	
	Speciation		Speciation		Speciation
	PM <sub>10</sub> (BAM)		PM <sub>10</sub> (BAM)		PM <sub>10</sub> (BAM)
LSU	NO <sub>x</sub>	NO <sub>x</sub>			
	O <sub>3</sub>	O <sub>3</sub>			
Bayou Plaquemine	O <sub>3</sub>			O <sub>3</sub>	
	NO <sub>x</sub>			NO <sub>x</sub>	
	NO <sub>y</sub>			NO <sub>y</sub>	
	PM <sub>2.5</sub> (FRM)	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)	
Carville	NO <sub>x</sub>			NO <sub>x</sub>	
	O <sub>3</sub>			O <sub>3</sub>	
Geismar	PM <sub>2.5</sub> (FRM)	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)	
Dutchtown	NO <sub>x</sub>		NO <sub>x</sub>		
	O <sub>3</sub>		O <sub>3</sub>		
French Settlement	O <sub>3</sub>		O <sub>3</sub>		
	NO <sub>x</sub>		NO <sub>x</sub>		
	PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)
Hammond	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)
	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)
Garyville	O <sub>3</sub>		O <sub>3</sub>		
Convent	O <sub>3</sub>		O <sub>3</sub>		

LaPlace	TSP-Pb	TSP-Pb		TSP-Pb	
	TSP-Pb	TSP-Pb		TSP-Pb	
Thibodaux	O <sub>3</sub>	O <sub>3</sub>			
	PM <sub>2.5</sub> (TEOM)	PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)	
Houma	PM <sub>2.5</sub> (FRM)	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)	
Kenner	NO <sub>x</sub>		NO <sub>x</sub>		
	O <sub>3</sub>		O <sub>3</sub>		
	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)
	PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)
Hahnville	O <sub>3</sub>		O <sub>3</sub>		
Madisonville	O <sub>3</sub>			O <sub>3</sub>	
	PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)
City Park	O <sub>3</sub>			O <sub>3</sub>	
	PM <sub>2.5</sub> (TEOM)	PM <sub>2.5</sub> (TEOM)		PM <sub>2.5</sub> (TEOM)	
	PM <sub>10</sub> (BAM)	PM <sub>10</sub> (BAM)		PM <sub>10</sub> (BAM)	
New Orleans Near Road	NO <sub>x</sub> CO PM <sub>2.5</sub> (FRM)		NO <sub>x</sub> CO PM <sub>2.5</sub> (FRM)		CO PM <sub>2.5</sub> (FRM)
Marrero	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)
Chalmette Vista	SO <sub>2</sub>		SO <sub>2</sub>		
	PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)		PM <sub>2.5</sub> (FRM)
	PM <sub>2.5</sub> (BAM)		PM <sub>2.5</sub> (BAM)		PM <sub>2.5</sub> (BAM)
	PM <sub>10</sub> (BAM)	PM <sub>10</sub> (BAM)		PM <sub>10</sub> (BAM)	
Meraux	SO <sub>2</sub>	SO <sub>2</sub>			
	O <sub>3</sub>			O <sub>3</sub>	

#### **4.0 PROJECT SCHEDULE**

The project schedule shall be determined by the Department and the Contractor. Quarters shall be identified as January-March, April-June, July-September, and October-December. Quarterly audits shall be performed consistent with the timeline in SOW Section 3.2, Conduct Performance Audits of Department Ambient Air Monitoring Sites.

#### **5.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL**

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel shall have relevant experience in ambient air operations. Education and experience requirements shall include, but are not limited to:

Key professional staff shall have a bachelor's degree in a related field or a minimum of one (1) year relevant experience in the auditing or operating of ambient air monitoring sites in local or state governments, or with the EPA national audit program.

The Project Manager shall have a bachelor's degree and a minimum of five (5) years project management experience in a setting comparable to Department operations, as well as a working knowledge of issues (40 CFR Parts 53 and 58) and technologies necessary to the operation of ambient air monitoring sites.

#### **6.0 PROJECT MANAGEMENT**

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. Project management shall include, but shall not be limited to, meetings, supervision, record-keeping, preparation and submission of submittals and deliverables, and contract administration. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but shall not be limited to, the following activities:

- (1) supervision of the Contractor's personnel (including performance of day to day project management for all tasks and activities necessary to complete the Statement of Work);
- (2) contract administration:
  - (a) invoicing;
  - (b) changes to contract;
  - (c) resolving disputes between the Contractor and the Department; and
  - (d) compliance by the Contractor with all contract clauses and conditions;

- (3) scheduling meetings;
- (4) informal communication (telephone, e-mail, etc.); and
- (5) record-keeping.

#### **6.1 Progress Reporting by the Contractor**

The Contractor shall prepare and submit to the Project Manager, by mail, e-mail, or facsimile, a brief Monthly Progress Report describing all work completed or in progress during the preceding month and any problems encountered. The Monthly Progress Report shall be submitted within two weeks of the end of each monitoring period.

This report shall include:

- (1) the Contractor's name, address, and the name of the Project Manager;
- (2) the Department's contract number and project title;
- (3) the dates of the reporting period;
- (4) the number and title of the task(s); and
- (5) a description of the progress made during the previous 30 day period on each task, including problems experienced, requested or approved changes in personnel, and the effect of problems/changes on the due dates of deliverables.

The format of this report may be determined by the Contractor, however, the Department reserves the right to require format revisions.

#### **6.2 Deliverables**

The Contractor must submit standard operating procedures for performing the audits to the Department within 15 calendar days after the Commencement Conference.

The Contractor will submit performance audit results electronically **in AQS format**, in a format similar to Enclosure A, AQS Format Table which is attached. Results will be submitted to Doug Wafer, [doug.wafer@la.gov](mailto:doug.wafer@la.gov) and David Caillet, [david.caillet@la.gov](mailto:david.caillet@la.gov) within 15 calendar days after the end of every quarter.

Example deliverables are included as Enclosure C; however, the example deliverables are in Non-AQS format and are included for reference only.

At every site where a logbook exists, the Contractor shall enter the day, time, results, and any information pertaining to the audit. Signatures of the auditor and the site operator must be included. In case of sites without logbooks, the Contractor shall provide an



e-mail or a hardcopy to the site operator within 15 calendar days after the audit so corrective actions can be taken, if needed.

## **7.0 DEPARTMENT RESPONSIBILITIES**

As part of its responsibilities for assigned projects, the Department shall:

- (1) provide points of contact for technical and contract activities (Project Manager and Contract Manager);
- (2) provide Department materials (documents, reports, etc.) for the Contractor's work as necessary;
- (3) monitor the Contractor's work through telephone communications, meetings and review of Monthly Progress Reports; and
- (4) review, require revisions as necessary, and accept deliverables and submittals.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

In the event that unforeseen circumstances may dictate that changes be made to Table A or Table B, the Department will notify the Contractor and take necessary steps to provide for a replacement site.

## **8.0 MONITORING AND METHODS TO MEASURE PERFORMANCE**

The Department will monitor the progress of the Contractor during the contract by:

- (1) monitoring the Contractor's work through telephone communication, meetings and review of Monthly Progress Reports;
- (2) ensuring that deliverables are submitted within the timeframe of the contract; and
- (3) reviewing, requiring correction as necessary, and approving all deliverables and submittals.

The Department will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

## **9.0 MEASUREMENT AND PAYMENT**

The Contractor shall be compensated for the tasks required in this Statement of Work according to the rates specified in Attachment 2, Schedule of Prices. Payment may be

requested by the Contractor upon successful completion of each task and acceptance of the task deliverable by the Department.

Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to an increase in contract price.

#### **9.1 Commencement Conference or Commencement Conference Call**

The commencement conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference (approximately two (2) hours) to be held at the Department's Headquarters in Baton Rouge or held via conference call at the discretion of the Department. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices. Attendance of the Project Manager is mandatory. Payment will be made by the Department following completion of the conference or Commence Conference call and submission of the Contractor's invoice. Only one line item shall be charged. If the conference is waived, then the Department will not be charged.

#### **9.2 Conduct Performance Audits**

The conduct performance audits payment item shall be on a per audit basis, regardless of audit type.

Transaction Type	Action Indicator	State Code	County Code	Site ID	Parameter	POC	Accuracy Audit ID	Number	Duration Code	Reported Unit	Method Code	Year Represented	Quarter Represented	Accuracy Date
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Audit Type	Local Primary Standard	Audit Class	Accuracy Type	Audit Sample ID	Expiration Date	Audit Scheduled	1st		2nd	
							Indicated Value	Actual Value	Indicated Value	Actual Value

3rd Indicated Value	4th Actual Value	4th		5th Actual Value	5th		Zero Span
		Indicated	Value		Indicated	Value	

Enclosure B

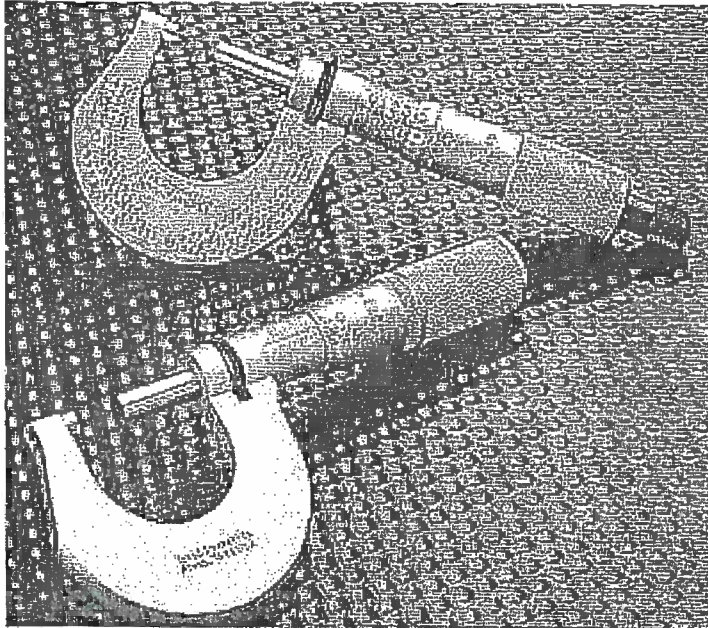
United States  
Environmental  
Protection  
Agency

Office of Air Quality Planning and Standards  
Outreach and Information Division  
National Air Data Group  
Research Triangle Park, NC 27711

## AQSP&A Transaction Generator

# Users' Guide

Version 10.4



Air Quality System

June 2010





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## **About AQSP&A**

AQSP&A is a stand-alone PC tool to build precision and accuracy transactions for uploading P&A data into the Air Quality System (AQS). The intent of this tool is to provide you with a simple way to create the 2 AQS data input transactions used for uploading accuracy data (transaction type RA) and precision data (transaction type RP). The transactions are created in the AQS format with pipe delimiters (vertical bars), or in XML format to comply with the AQS XML Schema version 2.

AQSP&A is a Microsoft Excel workbook. You must have Excel software to use AQSP&A. The minimum version of Excel required is Excel 97.

**Note:** An Excel file is also called a Workbook. A workbook can include many worksheets. Each worksheet has a tab name. In the AQSP&A workbook, there are 7 worksheets, named Help, TransactionRA, TransactionRP, Valid Methods, Code Values, Audit Protocols, and Coding Manual.

We have created 10 workbooks, one for each USEPA region. Each workbook contains reference tables for active criteria pollutant monitors for every reporting organization in the USEPA region. You need only one of the workbooks; the one appropriate to your USEPA region. More information about this can be found in Chapter 2 of this guide.

To fulfill the intent of providing you with a simple way to create precision and accuracy transactions, we have included the following capabilities:

- Lists of values for data entry are provided whenever practical. The lists of values provided for data entry are taken from the reference worksheets, which have been loaded with AQS data. The lists of values are presented in drop down menus, and are available for most fields, including Method, Units, and Sampling Duration.
- Descriptions of codes and monitors are provided by "right-clicking" the field in question. A date-picker (calendar) is available by right-clicking date fields.
- The P&A data you enter in the worksheet are validated prior to creation of transaction. The use of valid monitors, methods, durations, units, various code values, and acceptable observation values are checked. Feedback is provided to you, enabling error corrections. **Note:** The existence of corresponding raw data values is not checked, however.
- Help is provided for each field on each transaction by including the appropriate information from the AQS Data Coding Manual.
- A report can be generated for each transaction (as a Microsoft Word document). The generated report includes the % difference calculated value for each transaction, as well as a subset of the transaction fields.
- The ability to "toggle" between Tribal and non-tribal modes is included. In Tribal mode, monitors are identified using the Tribal code in place of the State + County code.

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- The use of Excel is considered to provide a user-friendly aspect to this application. Because this application is an Excel file, you can create multiple copies of the file, move it to different directories, and also use the many built-in capabilities provided by the Excel program.

## **2. Set up**

Setting up this application consists of copying the appropriate file to your hard drive. Following this, you may also choose to run the **Set Up Screening Group** utility from the Help worksheet to include only the monitors in one screening group.

### **Copy the file**

Log onto USEPA's Technology Transfer Network (TTN), go to the AQS page, and then go to the "Precision and Accuracy Data" page. The URL is:

<http://www.epa.gov/ttn/airs/airsaqs/padata/padata.htm>

Ten similar files have been "posted" on the TTN... one for each USEPA Region. Choose the file for the Region in which your agency resides. For example, if you are an agency in Region 1, then you would download the file named "AQSP&A RO1 v10.42.zip".

You must decide on a target drive and folder (directory) to download the file into. As a default suggestion, you could create a folder named "AQSP&A" on your hard drive. Then download the file from the TTN into this directory. You must then "unzip" the file. Be sure to unzip it, and then open the "unzipped" file. If you run the file from within WinZip or some other decompression utility program, the spreadsheet macros may not run properly.

### **Enable Macros**

After unzipping the file, double click it to open it with Excel, or start Excel and then open the file from Excel. Because the file contains "macros", you must be sure that the security setting in Excel is set to let you run macros. If you do not get a prompt window to "Enable Macros" when the file is opening, then change the security setting in Excel.

To change the security setting in Excel, first close the AQSP&A file if open. Start Excel, and then from the Excel menu, choose Tools / Macro / Security. There are 3 settings (4 in Excel 2003 and higher), Low, Medium, and High. If security is set to High, you will not be able to run macros. In this case, change the level to "Medium". With this setting, Excel will prompt you every time you open a file; asking whether you want to enable macros, or not. You can still choose to disable macros when opening other Excel files.

Once you have opened the file from Excel and "Enabled Macros", you will see the Help worksheet.

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#### Set Up Screening Group

- The Help worksheet contains a green button labeled "Set Up Screening Group". This button runs a procedure that prompts you for your screening group, and then deletes all of the extraneous data for other screening groups from the look up worksheets (Valid Methods and Code Values) in the workbook. This helps ensure that you build transactions only for the monitors belonging to your screening group. You only need to run this utility one time.
- The "Set Up Screening Group" button does not have to be used. If you want all of the lookup data available for all agencies in the EPA Region, then ignore the "Set Up Screening Group" button.

#### Note about multiple screening groups

If you submit precision and accuracy data to AQS for more than one screening group, then you can create copies of the AQSP&A file with a different name for each screening group that you use. The AQSP&A files must have different names, of course, or else reside in different directories. Then run the Set Up Screening Group utility for each copy, and choose a different screening group for each copy.

#### Different versions of Excel

With AQSP&A versions 4.3 and later, version incompatibilities of Excel no longer create compile errors when first running the spreadsheet.

- However, if you run into problems, please give NADG a call so that we can address the problem in future releases. Our contact numbers are included in the back of this Users' Guide.



### **3. Entering Data into AOSP&A**

Creating input data transactions consists of entering values into the columns of two worksheets; TransactionRA or TransactionRP. For accuracy transactions (type RA), use the TransactionRA worksheet. For precision transactions, (type RP), use the TransactionRP worksheet.

Each transaction worksheet has a column header area that contains the names of the fields in the order in which they appear in the transaction format for that transaction type. To create a transaction, populate a row with appropriate values in each column. If you want to create multiple transactions, populate multiple rows with the required data. Mandatory fields have black column headings; optional fields have blue headings. Right clicking the heading will jump you to the field definition as contained in the AQS Coding manual.

Drop down lists are available for most fields. For fields that have a set of allowable codes or values, drop down lists will appear in each cell containing the allowable choices. The left mouse button is used to select the appropriate value from the list. In all cases, warnings are given if values not on the list are typed in; however you can proceed with those values if so desired. But if you generate a transaction with non-valid values, you will receive an error when attempting to load the transaction into AQS.

In cases where values are dependent upon other values, such as duration, units, and method, the drop down list of values will contain only the appropriate choices for the specific monitor. The most recently used method code will appear as the first value (at the top) of the method code drop down list.

To populate the monitor id fields, you can type the appropriate values into the monitor id columns (State – County – Site ID – Parameter – POC;  
or Tribal Code-Site ID-Parameter-POC when you are in Tribal mode)

Another way to populate the monitor id fields is to use the "Look Up Monitor" button on the Excel menu. To add a monitor in this way, first select (left click) a cell in a blank row under one of the monitor id columns. Then click the "Look Up Monitor" button on the Excel menu. A procedure will run that asks you to first select a county code, or Tribal code in Tribal mode. When you select the code, a list of monitors is displayed in the dialogue window. You can then click on a monitor, and the monitor id will be filled in on the worksheet.

To quickly copy recurring monitor data (state-county-site-parameter-POC-precision/accuracy id-duration, units, and method) data from the last populated row to the next blank row, you can right click the first un-populated row following the data you have entered; and follow the prompts. This function can help speed up data input and reduce transcription errors.

## **4. Using Lookups**

In addition to the drop down list of values for selection, look ups are available for validating monitors and for displaying code descriptions. Look ups are performed by using the right mouse button.

After entering data, you can right-click the values for duration, units, or method to see a description of the code value. For example, right clicking on a unit code of "001" will display a message box with "UG/CU METER (25)".

If you enter values for the monitor id fields directly into the spreadsheet, rather than using the look up monitor function, you can check the validity of the monitor id by right-clicking any one of the monitor id fields you just populated. A message window will be displayed informing you whether or not the monitor exists on the reference worksheet (Valid Methods). The validation routines that run during transaction generation will also check for valid monitors as well.

### **Note about using the mouse**

Because the right mouse button is used for look ups on the two transaction worksheets, the default right-click function menu will not appear. To perform those functions (e.g. cut/copy/paste), you will have to use the menu at the top of the worksheet.

**Important Note:** If you use cut/copy/paste, always use paste special and paste only the values to prevent overwriting the specific cell validation formulas.

For the three date fields, a right click will open a pop-up calendar from which you can graphically choose the date. When picking dates for multiple records, the calendar's selected date will default to the last date picked, so that you do not have to toggle back through months when entering multiple records with older data.

For more information about validation, see the Help Worksheet in AQSP&A.

## **5. Adding a new monitor or method to lookup worksheets**

You may need to build a transaction for a monitor, or use a method, that is not included in the lookup worksheets. To provide for this possibility, a menu button labeled "Add New Monitor / Method" is provided. This procedure will present a form requiring you to enter the monitor, method, duration, and units for a new entry. After filling in the form, the appropriate lookup worksheets are updated with the new monitor or method. From then on the new values will be available in the drop down lists of values and the look ups in the transaction worksheets.

You may choose to use this button rather than downloading a newer version of AQSP&A if the lookup worksheets start to get "out of sync" with AQS.

Check our website for a newer version of AQSP&A, which will always include refreshed lookup tables. If a newer version is not yet available, then you may contact NADG, and we will send you a refreshed file. Additional pollutants can also be included.

## **6. Assigning and Revising Tribal Codes**

Tribal codes are included as part of the monitor id when you are in Tribal mode (similar to AQS). These codes are included in the look up tables for monitors that have had raw, criteria data reported.

Tribal codes can be added or deleted using the Look Up Monitor menu item. When in Tribal mode, a couple of new buttons appear on the Look Up Monitor form that allow you to add or delete a Tribal code for a specific monitor.

## **7. Generating a transaction file**

The Generate Text File of Transactions button is used to create transactions for uploading via CDX to AQS for loading into the database. The button has 2 submenus... one choice creates a text file of transactions in the new vertical bar delimited format, and the other choice will generate an XML file of input transactions formed to comply with the AQS schema document version 2.

Select one or more rows on the transaction worksheet for generating transactions and then choose the transaction type to be generated by pressing the button "Generate Transactions", and choosing either AQS format or XML format from the submenu.

When selecting rows to create input transactions, you do not have to be precise regarding which columns you have selected. All of the appropriate columns will be used by the transaction generation procedure. The procedure will reselect all columns in rows with highlighted cells.

You will then be prompted for the path and file name for saving the text file, or xml file. To enable your PC to open the file in the application you normally use for text editing, you may want to add the appropriate file extension to the name (e.g. ".txt" or ".xml").

Edit checks are performed for mandatory fields, values within ranges, max values, and percent differences. For certain fields, the errors are highlighted with red text. Message boxes are used to inform you of the condition generating the error. When an error is encountered, you can choose to continue file generation, or to stop file generation and return to the field in error to fix the value. If you choose to generate the file with errors, you can also choose to receive an error report. After file generation, the rows for which you generated the text file are set to a gray background as a reminder to you. The error report will refer to transaction lines produced in the generated AQS format transaction text file – not the xml format file. You can generate both transaction formats if you want to use the error report when submitting xml format.

Tribal codes will be used when in Tribal mode, or State-County codes if not in Tribal mode.

Separate files must be generated for each transaction type. You can append them together later after they have been created, but AQSP&A will not generate both transaction types in one file.

You may want to develop a file naming convention, and use certain directories, to stay organized and provide some audit trail capabilities.

## **8. Creating a Report**

Some limited reporting capability is available. A "Create Report" menu choice allows you to create a report as a Microsoft Word document for the rows selected on either of the 2 transaction worksheets. The main benefit of running the reports is that you will be able to see the calculated percent differences for each transaction. Errors will be flagged with red text. So although the complete statistical summarization is not performed, one of the key indicators (the percent difference) is provided as a tool. (Note that % difference checks are also included in the validation routines when you generate a text transaction file).

Reports can be generated for one transaction type at a time. Not all fields are included on the reports in order to make the report easier to print (and read).

## **9. Tips for using Excel**

Various tips to help with using this workbook:

- You can hide look up sheets, and unhide them, as desired. The coding manual worksheet must not be hidden if you want to access it via right clicking the field names.
- You should always use Paste – Special when copying and pasting. Choose Paste Values only; this will keep the cells' data validation formulae in place for the selected cells.
- Deleting rows on the transaction spreadsheets is OK. The data validations are still in place.
- You can use Excel filters and sorting if helpful.
- The default “right-click” menu of commands is not active on the worksheets (cut, copy, paste, insert, delete, clear, format, etc.), because the right click event is used for providing look ups. You can still perform these functions by using the Excel menu, or shortcut keys (Cntl A, Cntl C, Cntl X, Cntl V).
- If you do not use the “Set Up Screening Group” button, all of the active criteria monitors in the USEPA Region will remain on the look up worksheets. You can use the application in this way, but you must remember which monitors are appropriate for the screening group you will use to submit data input transactions.

## **10. How do I get the generated transactions into AQS?**

- After you have generated one or several transaction files using AQSP&A, you are ready to load them into AQS.

1. The first step is to log into USEPA's Central Data Exchange (or CDX for short). The CDX home page can be accessed from the AQS TTN Website at the following address:

<http://www.epa.gov/ttn/airs/airsaqs/aqsweb/>

2. After logging into CDX, you will see a menu with the option:

AQS: Air Quality System - File Transfer

Clicking on the link will open up a dialog box allowing you to select the files on your hard drive that you want to upload to CDX.

3. After selecting the file(s) and uploading them, you can log on to AQS, and navigate to the batch load screen. You will see them listed as ready for loading; they have been sent by CDX to the AQS application automatically and are ready for loading.
4. A few notes:
  - Use Internet Explorer as your browser.
  - You may have to install ActiveX objects the first time you try to upload files to CDX. You will have to allow pop-ups (this is true for AQS as well)
  - There is a CDX helpline as well as an AQS helpline. Use the AQS helpline for any questions, including CDX questions.

## **11. Miscellaneous Information**

The lookup tables referred to throughout this user guide are the data on the sheets called Valid Methods, Code Values, and Audit Protocols. These sheets contain downloads of data from various queries against the AQS data base that are refreshed as needed. The selection logic used to create the list of monitors includes the following:

- Monitors for the following parameters:  
11101,12128,14128,14129,42101,42401,42600,42601,42602,42603,44201,81102,85101  
85128,85129,88101,88500,88501,88502,88503  
  
met parms  
61101,61102,61103,61104,61105,61106,61107,61109,61110,61111,61112,61120,61202  
61301,61302,62101,62102,62103,62104,62105,62106,62108,62201,62604,63101,63301,63302,  
63303,63304,63305,64101,65101,65102,65103,66101
- The monitors must be active (sampling end date not null).
- The monitors must be owned by screening groups in the USEPA Region that the AQSP&A file is named for, as follows:

### **Screening Groups by Region**

*These are screening group numbers (not agency ids).*

#### **Region 1**

26,27,28,29,45,55,68,70,78,88,94,157,158,164,172,201,204,207,234

#### **Region 2**

79,81,101,102,112,155,286

#### **Region 3**

35,36,56,57,69,87,95,97,113,159,160,169,187

#### **Region 4**

2,3,33,34,37,38,39,41,49,58,59,66,73,82,89,91,114,129,130,145,147,162,197,249

#### **Region 5**

30,40,46,62,63,71,72,84,98,122,202

#### **Region 6**

52,67,80,85,92,115,131,132,133,134,135,136,137,138,150,151,174,208,242



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#### Region 7

24,25,47,64,65,74,76,200,203,243,244,289

#### Region 8

48,54,75,83,90,93,99,139,175,176,177,178,179,180,181,182,183,186,188

#### Region 9

4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,31,32,51,53,60,77,100,116,120,124,125,126,127,128,140,141,142,143,144,156,166,167,171,196,198,205,226,227,230,236,237,239,245,250,251,252,253,254,255,256,257,258,288,290

#### Region 10

50,61,86,96,117,161,163,165,168,173,185

- New Audit Level Ranges

The current accuracy audit level ranges are as follows (since January 2007):  
The audit levels selected should represent or bracket 80 percent of ambient concentrations measured by the analyzer being evaluated:

Audit Level	Concentration Range (ppm)			
	O <sub>3</sub>	SO <sub>2</sub>	NO <sub>2</sub>	CO
1	0.02-0.05	0.0003-0.005	0.0002-0.002	0.08-0.10
2	0.06-0.10	0.006-0.01	0.003-0.005	0.50-1.00
3	0.11-0.20	0.02-0.10	0.006-0.10	1.50-4.00
4	0.21-0.30	0.11-0.40	0.11-0.30	5-15
5	0.31-0.90	.41-0.90	0.31-0.60	20-50

- Use of collocated data pairs:

At low concentrations, agreement between the measurements of collocated samplers, expressed as relative percent difference or percent difference, may be relatively poor. For this reason, collocated measurement pairs are selected for use in the precision and bias calculations only when both measurements are equal to

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or above the following limits:

- (1) TSP: 20  $\mu\text{g}/\text{m}^3$ .
- (2) Pb: 0.15  $\mu\text{g}/\text{m}^3$ .
- (3) PM10 (Hi-Vol): 15  $\mu\text{g}/\text{m}^3$ .
- (4) PM10 (Lo-Vol): 3  $\mu\text{g}/\text{m}^3$ .
- (5) PM10-2.5 and PM2.5: 3  $\mu\text{g}/\text{m}^3$ .

- Reporting Requirements:

A button entitled "EPA's QA Requirements" has been added to the Help worksheet. When clicked, this button will display Table A2 from Appendix A of 40 CFR Part 58. This table defines the quality assessments you should perform, and those that must be reported to AQS. We have included the transaction type you must use to report each assessment, and whether it is required reporting or not. We have also included the parameter codes of the pollutants referenced in each assessment description.

## **12. Help**

### **About Application Help**

Application Help is included in the workbook as a worksheet. The help menu item and F1 key will provide Excel help only.

### **Data Questions**

Right click the column headings on the TransactionRA and TransactionRP worksheets to see the coding manual information for each field. You can also get a copy of the data input formats from NADG's AQS website

(<http://www.epa.gov/ttn/airs/airsaqs/index.htm>). Look under Manuals and Guides for Input Transaction Formats, Data Coding Manual, and Data Dictionary. Also, the AQS Helpline is available to help you get answers to your questions.

### **Contact:**

Bill Frietsche

(919) 541-5451

[frietsche.bill@epa.gov](mailto:frietsche.bill@epa.gov)

AQS Help Line

1-866-411-4EPA (1-866-411-4372)

\*\*\*\*\*

**Thank you for providing data to AQS!**

# Enclosure C

## Example Audit in Non-AQS Format BAM

### BAM-1020 PARTICULATE MATTER MONITOR PERFORMANCE AUDIT DATA

SITE NAME: Capitol -- AQS Site Code: 220330009 PARISH: East Baton Rouge Parish  
 AQS Site Code: 220330009 SAMPLER ID: Met One BAM  
 DATE: May 25, 2010 Model Number: 1020  
 TIME: 810 - 940 CDT Serial Number: J3780

FLOW RATE AND LEAK CHECK AUDIT DATA					
Leak Check:	0.20 LPM	Flow Rate Audit Device: BGI			
1. Acceptance Criteria: $\pm 10\%$ LPM		Model Number: dellaCal			
Clock/Timer Verification:		Serial Number: 579			
BAM-1020	8:43:06	Certification Expiration: September 24, 2010			
Datalogger:	8:43:06				
2. Acceptance Criteria: within 30 sec. of each other					
Sampler Indicated Flow Rate (LPM)	Audit Flow Rate (Q <sub>a</sub> ) (LPM)	Percent Difference (Sampler vs. Audit)	Percent Difference (Audit vs. Design)		
Flow Rate	16.70	Flow Rate	16.69	0.1%	0.1%

3. Acceptance Criteria:  $\pm 4.0\%$

TEMPERATURE AUDIT DATA		
Temperature Audit Device: BGI		
Model Number: dellaCal	Serial Number: 579	Certification Expiration: September 24, 2010
Sampler Sensor Temperature (T <sub>s</sub> ) (°C)	Audit Sensor Temperature (T <sub>a</sub> ) (°C)	Temperature Difference (Sampler - Audit) (°C)
31.7	31.4	0.3
31.7	31.4	0.3
31.7	31.4	0.3

5. Acceptance Criteria:  $\pm 2.0$  °C

PRESSURE AUDIT DATA		
Pressure Audit Device: BGI		
Model Number: dellaCal	Serial Number: 579	Certification Expiration: September 24, 2010
Sampler Sensor Pressure (P <sub>s</sub> ) (mm Hg)	Audit Sensor Pressure (P <sub>a</sub> ) (mm Hg)	Pressure Difference (Sampler - Audit) (mm Hg)
760.0	759.0	1.0
760.0	759.0	1.0
760.0	759.0	1.0

6. Acceptance Criteria:  $\pm 10.0$  mm Hg

AUDITOR:

Notes:

Enclosure C

Example Audit in Non-AQS Format  
CO

**CARBON MONOXIDE  
PERFORMANCE AUDIT DATA**

Site ID: Capitol -- AQS Site Code: 220330009  
Date: May 25, 2010  
Time: 810 - 1010 CDT  
ANALYZER ID: TECO 48i  
Serial No. 19371  
Range 0-5 ppm-v

CALIBRATOR: Sabio  
Serial Number: 2990606A  
GAS STANDARD: JA02486  
Concentration: 519.0 (ppm CO)  
Expiration: 4/7/2012  
AIR SOURCE: Sabio 2020

CO AUDIT DATA						
CALIBRATOR FLOW RATES				CO	CO	Percent
Source Gas		Diluent Air		Input	Response	Difference
(cc/min)	(setting)	(cc/min)	(setting)	(ppm-v)	(ppm-v)	(objective: ±15)
0.00	Off	4901	5000	0.0	0.1	
5.03	5.00	4901	5000	0.5	0.6	4.1%
20.06	20.00	4901	5000	2.1	2.1	-1.7%
40.10	40.00	4901	5000	4.2	4.2	-1.0%

**CO Analyzer Regression Data:**

Slope: 0.94206  
Intercept: 0.07979  
Correlation: 0.99972

**AUDITOR:**

**Notes:**

## Enclosure C

## Example Audit in Non-AQS Format

H<sub>2</sub>SHYDROGEN SULFIDE  
PERFORMANCE AUDIT DATA

Site ID: Chalmette High School -- AQS Site Code 220870009  
 Date: May 25, 2010  
 Time: 1100-1355 CST  
 ANALYZER ID: API 101A  
 Serial No. 503  
 Range 0.0 - 0.5 ppm

CALIBRATOR: Sablo  
 Serial Number: 2850105  
 GAS STANDARD: JB02888  
 Concentration 50.4 (ppm SO<sub>2</sub>)  
 Expiration 40872  
 AIR SOURCE: Sablo 1001

SO <sub>2</sub> AUDIT DATA						
CALIBRATOR FLOW RATES				SO <sub>2</sub> Input (ppm-v)	SO <sub>2</sub> Response (ppm-v)	Percent Difference (objective ±15)
Source Gas		Diluent/Air				
(cc/min)	(setting)	(cc/min)	(setting)			
0.00	Off	4888	5000	0.000	0.002	
7.20	7.00	4888	5000	0.074	0.084	13.5%
18.99	19.00	4888	5000	0.195	0.214	9.7%
43.55	44.00	4888	5000	0.445	0.483	8.5%

SO<sub>2</sub> Analyzer Regression Data:

Slope: 1.07923  
 Intercept: 0.00311  
 Correlation: 0.99999

CALIBRATOR: Sablo  
 Serial Number: 2850105  
 GAS STANDARD: JA03006  
 Concentration 47.6 (ppm H<sub>2</sub>S)  
 Expiration 40667  
 AIR SOURCE: Sablo 1001

H <sub>2</sub> S AUDIT DATA						
CALIBRATOR FLOW RATES				H <sub>2</sub> S Input (ppm-v)	H <sub>2</sub> S Response (ppm-v)	Percent Difference (objective ±15)
Source Gas		Diluent Air				
(cc/min)	(setting)	(cc/min)	(setting)			
0.00	Off	4888	5000	0.000	0.001	
7.20	7.00	4888	5000	0.070	0.076	8.6%
19.97	20.00	4888	5000	0.194	0.211	8.8%
46.50	47.00	4888	5000	0.449	0.478	6.5%

H<sub>2</sub>S Analyzer Regression Data:

Slope: 1.06230  
 Intercept: 0.00215  
 Correlation: 0.99996

H<sub>2</sub>S Scrubber Efficiency: 100.2%  
 (Acceptance Criteria > 98%)

H<sub>2</sub>S / SO<sub>2</sub> Converter Check: 98.4%  
 (Acceptance Criteria > 95%)

## AUDITOR:

Notes: calibrated on 5/18/10, Filters changed on 5/18/10

5/26/10 H<sub>2</sub>S audited from 702-826 CST

analyzer sample flow at 504ccm

# Enclosure C

## Example Audit in Non-AQS Format

### TEOM

#### TEOM PARTICULATE MATTER SAMPLER PERFORMANCE AUDIT DATA

SITE NAME: Pride -- AQS Site Code: 220330013  
AQS Site Code: 220330013  
DATE: May 24, 2010  
TIME: 1320 - 1345 CDT

PARISH: East Baton Rouge Parish  
SAMPLER ID: R&P TEOM  
Model Number: 1400  
Serial Number: 245820

FLOW RATE AND LEAK CHECK AUDIT DATA					
Main Flow Leak Check:	0.02 LPM	Flow Rate Audit Device: BGI			
Aux Flow Leak Check:	0.04 LPM	Model Number: deltaCal			
1. Acceptance Criteria: $\pm 0.15$ LPM		Serial Number: 579			
2. Acceptance Criteria: $\pm 0.65$ LPM		Certification Expiration: September 24, 2010			
Sampler Indicated Flow Rate (LPM)		Audit Flow Rate (Q <sub>a</sub> ) (LPM)		Percent Difference (Sampler vs. Audit)	Percent Difference (Audit vs. Design)
Main Flow	2.89	Main Flow	2.83	2.0%	-2.3%
Auxiliary Flow	13.60	Auxiliary Flow	13.30	2.3%	-2.7%
Total Flow	16.59	Total Flow	16.23	2.2%	-2.6%

3. Acceptance Criteria:  $\pm 4.0\%$

4. Acceptance Criteria:  $\pm 5.0\%$

TEMPERATURE AUDIT DATA			
Temperature Audit Device: BGI			
Model Number: deltaCal		Serial Number: 579	
		Certification Expiration: September 24, 2010	
Sampler Sensor Temperature (T <sub>s</sub> ) (°C)		Audit Sensor Temperature (T <sub>a</sub> ) (°C)	Temperature Difference (Sampler vs. Audit) (°C)
34.5		33.7	0.8
34.5		33.7	0.8
34.5		33.7	0.8

5. Acceptance Criteria:  $\pm 2.0$  °C

PRESSURE AUDIT DATA			
Pressure Audit Device: BGI			
Model Number: deltaCal		Serial Number: 579	
		Certification Expiration: September 24, 2010	
Sampler Sensor Pressure (P <sub>s</sub> ) (mm Hg)		Audit Sensor Pressure (P <sub>a</sub> ) (mm Hg)	Pressure Difference (Sampler vs. Audit) (mm Hg)
758.5		756.0	2.5
758.5		756.0	2.5
758.5		756.0	2.5

6. Acceptance Criteria:  $\pm 10.0$  mm Hg

MASS TRANSDUCER AUDIT DATA				
Audit Filter: CVK3289				
Serial Number: CVK3289		Weight: 0.01295 (grams)		Weight Certification Date: March 26, 2010
Mass Transducer Frequency without Audit Filter	Mass Transducer Frequency with Audit Filter	TEOM Sampler K <sub>0</sub> Constant	Audit K <sub>0</sub> Constant	Percent Difference (Audit K <sub>0</sub> Constant vs. TEOM K <sub>0</sub> Constant)
342.82385	248.66446	14743	14734	-0.1%

7. Acceptance Criteria:  $\pm 2.5\%$

AUDITOR:

Notes:

Enclosure C

Example Audit in Non-AQS Format

SO<sub>2</sub>

**SULFUR DIOXIDE  
PERFORMANCE AUDIT DATA**

Site ID: Chalmette Vista -- AQS Site Code: 220870007  
 Date: May 25, 2010  
 Time: 900-1008 CST  
 ANALYZER ID: TECO 431  
 Serial No. CM07230006  
 Range 0.0 - 0.5 ppm

CALIBRATOR: Sablo  
 Serial Number: 2850105  
 GAS STANDARD: JB02888  
 Concentration: 50.4 (ppm SO<sub>2</sub>)  
 Expiration: November 25, 2011  
 AIR SOURCE: Sablo 2020

SO <sub>2</sub> AUDIT DATA						
CALIBRATOR FLOW RATES				SO <sub>2</sub> Input (ppm-v)	SO <sub>2</sub> Response (ppm-v)	Percent Difference (Response vs. Input)
Source Gas		Diluent Air				
(cc/min)	(setting)	(cc/min)	(setting)			
0.00	Off	4888	5000	0.000	0.000	
7.20	7.00	4888	5000	0.074	0.074	0.0%
18.99	19.00	4888	5000	0.195	0.197	1.0%
43.55	44.00	4888	5000	0.445	0.448	0.7%

**SO<sub>2</sub> Analyzer Regression Data:**

Slope: 1.00730  
 Intercept: -0.00005  
 Correlation: 1.00000

1. Acceptance Criteria:  $\pm 15\%$

AUDITOR:

Notes: calibrated on 3/18/10, filters changed on 5/17/10.



# Enclosure C

## Example Audit in Non-AQS Format PM25

### R&P PARTICULATE MATTER (PM<sub>2.5</sub>) SAMPLER PERFORMANCE AUDIT DATA

SITE NAME: Hammond -- AQS Site Code: 221050001 PARISH: Tangipahoa Parish  
 AQS Site Code: 221050001 SAMPLER ID: R&P Partisol Plus  
 DATE: May 25, 2010 Model Number: 2025  
 TIME: 1310-1340 Serial Number: 20763

TEMPERATURE AUDIT DATA					
Temperature Audit Device: BGI					
Model Number: deltaCal		Serial Number: 579		Certification Expiration: September 24, 2010	
Sampler Sensor Temperature (T <sub>s</sub> ) (°C)		Audit Sensor Temperature (T <sub>a</sub> ) (°C)		Temperature Difference (Sampler - Audit) (°C)	
Ambient	Filter	Ambient	Filter	Ambient	Filter
34.8	37.3	33.4	36.9	1.4	0.4
34.8	37.3	33.4	36.9	1.4	0.4
34.8	37.3	33.4	36.9	1.4	0.4

1. Acceptance Criteria:  $\pm 2.0$  °C

PRESSURE AUDIT DATA		
Pressure Audit Device: BGI		
Model Number: deltaCal		Certification Expiration: September 24, 2010
Serial Number: 579		
Sampler Sensor Pressure (P <sub>s</sub> ) (mm Hg)		Pressure Difference (Sampler - Audit) (mm Hg)
764.0		6.0
764.0		6.0
764.0		6.0

2. Acceptance Criteria:  $\pm 10.0$  mm Hg

COMPARTMENT TEMPERATURE AUDIT DATA		
Temperature Audit Device: BGI		
Model Number: deltaCal		Certification Expiration: September 24, 2010
Serial Number: 579		
Sampler Sensor Temperature (T <sub>s</sub> ) (°C)		Temperature Difference (Sampler - Audit) (°C)
36.0		1.2
36.0		1.2
36.0		1.2

3. Acceptance Criteria:  $\pm 2.0$  °C

FLOW RATE AND LEAK CHECK AUDIT DATA			
Flow Rate Audit Device: BGI			
Model Number: dryCal			
Serial Number: 579			
Certification Expiration: September 24, 2010			
Sampler Indicated Flow Rate (LPM)		Percent Difference (Sampler vs. Audit)	Percent Difference (Audit vs. Design)
15.04		2.6%	-2.3%
16.74		2.0%	-1.6%
18.44		1.3%	-1.1%

5. Acceptance Criteria:  $\pm 4.0\%$

6. Acceptance Criteria:  $\pm 5.0\%$

AUDITOR:

Notes:

Enclosure C  
Example Audit in Non-AQS Format  
PM10  
PM<sub>10</sub> / VOLUMETRIC FLOW CONTROL (VFC)  
PERFORMANCE AUDIT DATA

Site ID: Chalmette Vista -- AQS Site Code: 220870007    Audit Device: Variable Orifice  
Date: February 22, 2010    Serial #: R-53  
Time: 1440    Q<sub>a</sub> Slope: 0.97231    Q<sub>a</sub> Slope: 1.55276  
Pressure (mm Hg): 755.0    Q<sub>a</sub> Intercept: -0.00139    Q<sub>a</sub> Intercept: -0.00222  
Temperature (F): 75.0    Q<sub>a</sub> Correlation: 0.99996    Q<sub>a</sub> Correlation: 0.99996  
Temperature (C): 23.9    Certification Expiration Date: October 20, 2010  
Ambient Air Correction Factor: 0.99714

PM <sub>10</sub> AUDIT DATA - Actual Conditions						
Sampler ID#	Audit Pressure Drop ("H <sub>2</sub> O)	Stagnation Pressure ("H <sub>2</sub> O)	Audit Flow Q <sub>a</sub> (m <sup>3</sup> /min)	Sampler Flow <sub>1</sub> (actual) (m <sup>3</sup> /min)	Audit % Difference <sub>2</sub>	Design % Difference <sub>3</sub>
P1780	2.70	17.0	1.061	1.130	6.5%	-6.1%

1. From Sampler Look-Up Table
2. Acceptance Criteria: ± 7%
3. Acceptance Criteria: ± 10%

PM <sub>10</sub> AUDIT DATA - Standard Conditions				
Sampler ID#	Audit Pressure Drop ("H <sub>2</sub> O)	Stagnation Pressure ("H <sub>2</sub> O)	Audit Flow Q <sub>std</sub> (m <sup>3</sup> /min)	Sampler Flow (std) (m <sup>3</sup> /min)
P1780	2.70	17.0	1.058	1.127

SAMPLER CALIBRATION DATA					
Sampler ID#	Pressure Ratio (mmHg)	Calibration Date	Sampler Slope	Sampler Intercept	Sampler Correlation
P1780	0.9579				

**Equations:**

Audit Flow (Q<sub>a</sub>) = (√(Audit Pressure Drop \* ((Temp °C + 273) / Pressure))) - Q<sub>a</sub> Intercept) / Q<sub>a</sub> Slope

Audit Flow (Q<sub>std</sub>) = (√(Audit Pressure Drop \* (298 / (Temp °C + 273))) \* (Pressure / 760)) - Q<sub>std</sub> Intercept) / Q<sub>std</sub> Slope

Sampler Flow (standard) = Sampler Flow<sub>(actual - from look-up table)</sub> \* (298 / (Temp °C + 273)) \* (Pressure / 760)

Pressure Ratio = (Pressure - (Stagnation Pressure \* 1.87)) / Pressure

Ambient Air Correction Factor = (Pressure / 760) \* (298 / (Temp °C + 273))

**AUDITOR:**

**Notes:**

## Enclosure C

## Example Audit in Non-AQS Format

03

# OZONE PERFORMANCE AUDIT DATA

**SITE NAME:** Capitol - AQS Site Code: 220330009  
**DATE:** May 25, 2010  
**TIME:** 810 - 1000 CDT  
**ANALYZER ID:** API 400E  
**Serial Number:** 70741  
**Range:** 0.0 - 0.5 ppm

**TRANSFER STD:** Sabio  
**Serial Number:** 6401107  
**Cert. Expiration:** August 18, 2010  
**Std. Slope:** 1.0286  
**Std. Intercept:** -0.0023  
**Air Source:** Sabio 1001

O <sub>3</sub> AUDIT DATA				
Ozone Generator Setting (ppm-v)	Average Transfer Standard Response (ppm-v)	O <sub>3</sub> Input (ppm-v)	O <sub>3</sub> Response (ppm-v)	Percent Difference (Response vs. Input)
Off	0.001	0.000	0.003	
70.000	0.070	0.069	0.070	1.4%
180.000	0.180	0.182	0.182	0.0%
420.000	0.421	0.430	0.427	-0.7%

1. Acceptance Criteria:  $\pm 15\%$ **O<sub>3</sub> Analyzer Regression Data:**

**Slope:** 0.98698  
**Intercept:** 0.00247  
**Correlation:** 1.00000

**AUDITOR:****Notes:**

# Enclosure C

## Example Audit in Non-AQS Format

### NO<sub>y</sub>

#### OXIDES OF NITROGEN - NO<sub>y</sub> PERFORMANCE AUDIT DATA

Site ID: Bayou Plaquemine - AQS Site Code: 220470008  
Date: February 24, 2010  
Time: 8:26-13:41 CST  
ANALYZER ID: TECO 421\_Y  
Serial No. 719022695  
Range 0-200ppb

CALIBRATOR:  
Serial Number: 2650105  
GAS CYLINDER NO: J1694  
Concentration 20.4 (ppm NO<sub>x</sub>/NO)  
Expiration July 30, 2010  
Air Source: Sablo 1001

NO <sub>y</sub> / NO AUDIT DATA							
CALIBRATOR FLOW RATES				NO <sub>x</sub> / NO Input (ppm-v)	RESPONSE		Percent Difference <sup>1</sup> (Response vs. Input)
Source Gas (cc/min)	(setting)	Diluent Air (cc/min)	(setting)		NO <sub>y</sub> (ppm-v)	NO (ppm-v)	
0.00	Off	7821	8000	0.000	0.001	0.000	
8.22	8.00	7821	8000	0.021	0.021	0.022	0.0%
15.14	15.00	7821	8000	0.039	0.039	0.040	0.0%
28.97	29.00	7821	8000	0.075	0.075	0.077	0.0%
46.76	47.00	7821	8000	0.121	0.121	0.125	0.0%
70.47	71.00	7821	8000	0.182	0.182	0.187	0.0%

NO<sub>y</sub> / NO Analyzer Regression Data:

NO<sub>y</sub> NO  
Slope: 0.99888 1.02802  
Intercept: 0.00039 0.00012  
Correlation: 0.99999 0.99999

1. Acceptance Criteria: ± 15%

GAS PHASE TITRATION				
Ozone Setting	Response		Corrected	
	NO <sub>y</sub>	NO	NO <sub>y</sub>	NO
Off	0.182	0.167	0.182	0.182
9.55	0.193	0.022	0.193	0.021
Off	0.121	0.125	0.121	0.121
0.20	0.126	0.051	0.126	0.049
Off	0.075	0.077	0.075	0.075
0.23	0.077	0.046	0.077	0.046

NO <sub>2</sub> AUDIT DATA			
NO <sub>2</sub> Input (ppm-v)	NO <sub>2</sub> Response (ppm-v)	Percent Difference <sup>1</sup> (Response vs. Input)	NO <sub>2</sub> Corrected (ppm-v)
0.000	0.001		
0.030	0.030	0.0%	0.032
0.072	0.071	-1.4%	0.077
0.161	0.160	-0.6%	0.172

2. Acceptance Criteria: ± 15%

NO<sub>2</sub> Analyzer Regression Data:

Slope: 0.98863  
Intercept: 0.00050  
Correlation: 0.99997

NO<sub>2</sub> Converter Efficiency: 106.6%  
(Acceptance Criteria: >95%)

GAS CYLINDER NO: J11317  
Concentration 19.89 (ppm NO<sub>y</sub>)  
Expiration January 8, 2011

NPN AUDIT DATA							
CALIBRATOR FLOW RATES				NPN Input (ppm-v)	RESPONSE		Percent Difference <sup>1</sup> (Response vs. Input)
Source Gas (cc/min)	(setting)	Diluent Air (cc/min)	(setting)		NO <sub>y</sub> (ppm-v)	NO <sub>y</sub> - DIH (ppm-v)	
0.00	Off	7821	8000	0.000	0.001	0.001	
10.20	10.00	7821	8000	0.026	0.026	0.025	0.0%
28.96	30.00	7821	8000	0.075	0.075	0.071	0.0%
60.59	61.00	7821	8000	0.151	0.153	0.143	1.3%
76.38	79.00	7821	8000	0.195	0.195	0.183	0.0%

1. Acceptance Criteria: ± 15%

NPN Input (ppm-v)	RESPONSE		CORRECTED	
	NO <sub>y</sub> (ppm-v)	NO <sub>y</sub> - DIH (ppm-v)	NO <sub>y</sub> (ppm-v)	NO <sub>y</sub> - DIH (ppm-v)
0.000	0.001	0.001	-	-
0.026	0.026	0.025	0.025	0.026
0.075	0.075	0.071	0.074	0.075
0.151	0.153	0.143	0.152	0.152
0.195	0.195	0.183	0.184	0.194

NPN Converter Efficiency: 99.6%  
(Acceptance Criteria: >95%)

NO<sub>y</sub> Analyzer Regression Data:

NO<sub>y</sub> NO<sub>y</sub> - DIH  
Slope: 1.00124 0.93637  
Intercept: 0.00049 0.00069  
Correlation: 0.99994 0.99999

AUDITOR:

Notes: filters changed 2/17/10. Calibrated 12/22/09



## Enclosure C

## Example Audit in Non-AQS Format

NO<sub>x</sub>OXIDES OF NITROGEN  
PERFORMANCE AUDIT DATA

Site ID: Capitol -- AQS Site Code: 220330009  
 Date: May 25, 2010  
 Time: 810 - 1106 CST  
 ANALYZER ID: TECO 42C  
 Serial No. 66377  
 Range 0.0 - 0.5 ppm

CALIBRATOR: Sablo  
 Serial Number: 2990606A  
 GAS CYLINDER NO: JA02486  
 Concentration: 50.4 (ppm NO<sub>x</sub>/NO)  
 Expiration: April 7, 2012  
 Air Source: Sablo 1001

NO <sub>x</sub> / NO AUDIT DATA								
CALIBRATOR FLOW RATES				NO <sub>x</sub> / NO Input (ppm-v)	RESPONSE		Percent Difference (Response vs. Input)	
Source Gas		Diluent Air			NO <sub>x</sub> (ppm-v)	NO (ppm-v)	NO <sub>x</sub>	NO
(cc/min)	(setting)	(cc/min)	(setting)					
0.00	Off	4901	5000	0.000	0.002	0.002		
5.03	5.00	4901	5000	0.052	0.053	0.054	2.0%	3.6%
10.04	10.00	4901	5000	0.103	0.103	0.105	0.0%	1.8%
20.06	20.00	4901	5000	0.205	0.206	0.210	0.5%	2.4%
30.08	30.00	4901	5000	0.307	0.309	0.314	0.7%	2.3%
40.10	40.00	4901	5000	0.409	0.413	0.420	1.0%	2.7%

NO<sub>x</sub> / NO Analyzer Regression Data:

Slope: NO<sub>x</sub> 1.00574 NO 1.02260  
 Intercept: NO<sub>x</sub> 0.00064 NO 0.00076  
 Correlation: NO<sub>x</sub> 0.99998 NO 0.99998

1. Acceptance Criteria: ± 15%

GAS PHASE TITRATION					
Ozone Setting	Response		Corrected		NO Corrected (0.08 - 0.12 ppm)
	NO <sub>x</sub>	NO	NO <sub>x</sub>	NO	
Off	0.413	0.420	0.410	0.410	
0.83	0.412	0.082	0.409	0.079	0.079
Off	0.309	0.314	0.307	0.306	
0.58	0.309	0.102	0.307	0.099	0.099
Off	0.206	0.210	0.204	0.205	
0.3	0.206	0.116	0.204	0.113	0.113

NO <sub>2</sub> AUDIT DATA			
NO <sub>2</sub> Input (ppm-v)	NO <sub>2</sub> Response (ppm-v)	NO <sub>2</sub> Percent Difference (Response vs. Input)	NO <sub>2</sub> Corrected (ppm-v)
0.000	0.001		
0.092	0.099	7.6%	0.092
0.207	0.226	9.2%	0.207
0.331	0.359	8.5%	0.330

2. Acceptance Criteria: ± 15%

NO<sub>2</sub> Analyzer Regression Data:

Slope: 1.08406  
 Intercept: 0.00051  
 Correlation: 0.99998

NO<sub>2</sub> Converter Efficiency: 99.9%  
 (Acceptance Criteria: >96%)

AUDITOR:

Calibrated 4/14/2010

Notes: Nox m= 498.4 b=2.0, NO m=499.4 b=1.8, NO<sub>2</sub> m= 542.9 b=0.5

# Enclosure C

## Example Audit in Non-AQS Format

### TSP

#### TOTAL SUSPENDED PARTICULATE (TSP) PERFORMANCE AUDIT DATA

Site ID: Baker -- AQS Site Code: 220331001      Audit Device: Variable Orifice  
 Date: May 24, 2010      Serial #: R-53  
 Time: 1210 - 1300 CDT      Q<sub>a</sub> Slope: 0.97231      Q<sub>a</sub> Slope: 1.55276  
 Pressure (mm Hg): 755.0      Q<sub>a</sub> Intercept: -0.00139      Q<sub>a</sub> Intercept: -0.00222  
 Temperature (F): 88.0      Q<sub>a</sub> Correlation: 0.99996      Q<sub>a</sub> Correlation: 0.99998  
 Temperature (C): 31.1      Certification Expiration Date: September 22, 2010  
 Ambient Air Correction Factor: 0.97346

TSP/AUDIT DATA - Actual Conditions						
Sample ID#	Audit Pressure Drop (H <sub>2</sub> O)	Stagnation Pressure (H <sub>2</sub> O)	Audit Flow Q <sub>a</sub> (m <sup>3</sup> /min)	Sampler Flow (actual) (m <sup>3</sup> /min)	Audit % Difference	Design % Difference
P05695	3.20	21.0	1.169	1.239	6.0%	3.5%

1. From Sampler Look-Up Table
2. Acceptance Criteria: ± 7%
3. Acceptance Criteria: ± 10%

TSP/AUDIT DATA - Standard Conditions				
Sample ID#	Audit Pressure Drop (H <sub>2</sub> O)	Stagnation Pressure (H <sub>2</sub> O)	Audit Flow Q <sub>a</sub> (m <sup>3</sup> /min)	Sampler Flow (std) (m <sup>3</sup> /min)
P05695	3.20	21.0	1.138	1.205

SAMPLER CALIBRATION DATA					
Sample ID#	Pressure Ratio (mmHg)	Calibration Date	Sampler Slope	Sampler Intercept	Sampler Correlation
P05695	0.9480	04/01/09			
Flow rates determined from look-up table					

#### Equations:

Audit Flow (Q<sub>a</sub>) = (N(Audit Pressure Drop \* ((Temp °C + 273) / Pressure)) - Q<sub>a</sub> Intercept) / Q<sub>a</sub> Slope  
 Audit Flow (Q<sub>std</sub>) = (N(Audit Pressure Drop \* (298 / (Temp °C + 273)) \* (Pressure / 760)) - Q<sub>std</sub> Intercept) / Q<sub>std</sub> Slope  
 Sampler Flow (standard) = Sampler Flow (actual - from look-up table) \* (298 / (Temp °C + 273)) \* (Pressure / 760)  
 Pressure Ratio = (Pressure - (Stagnation Pressure \* 1.87)) / Pressure  
 Ambient Air Correction Factor = (Pressure / 760) \* (298 / (Temp °C + 273))

AUDITOR:

Notes:

## Enclosure C - Example Speciation

Chemical Speciation Network Performance Audit Worksheet MetOne SASS		US Environmental Protection Agency Office of Air and Radiation	
Note - Cyan fields are entered from TSA worksheet or calculated - yellow fields are to be filled in here			
Location (*)	Capitol	Date (*)	9/24/2009
AQS Site ID	220330009	Latitude:	
AQS Sampler POC (*)	5	Longitude:	
Audit Information		Export SASS Data to File	
Sampler Channel Configuration		d) Super SASS No Carbon	
Auditor(s)	Shannon Saunier	Affiliation	LADEQ
Audit Type	UNKNOWN		
Operator	Cory Parent	Affiliation	LADEQ
Phone No.	225-765-2663		
Sampler Model	MetOne SASS	Sampler S/N	G9195
		Head S/N	N/A
		Pump S/N	G9154
Last Calibration Date	9/23/2009	Collocated?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Flow Reference Std Model	BIOS DRY CAL	Standard S/N	B829, H1599
Temperature Ref Std Model	COLE PARMER	Standard S/N	10383812
BP Std Model	MERIAM	Standard S/N	192770-T2
Calibration Date	12/4/2008, 8/17/2009, 9/21/2009		
Significant Findings:			
General Findings:			
Clock Test:			
If Local Time is under daylight savings, convert Ref Std to Local Standard Time. Daylight Saving Time begins for			

Location (*) Capitol		Date (*) 9/24/2009			
most of the United States at 2:00 a.m. on the first Sunday of April. Time reverts to standard time at 2:00 a.m. on the last Sunday of October.					
Audit	Time (hh:mm)		Difference Minutes	5 minutes or less?	
	Ref Std	SASS		Pass	Fail
	10:15 (*)	10:15 (*)		X	
Recalibrated			0:0		
Date	9/24/2009				

Leak Test							
	Initial Audit			After Correction	0.10 L/min or greater fails		
	A L/min			B L/min	Fail A	Fail B	Pass
Channel 1	0.000 (*)	Channel 1				X	
Channel 2	0.000 (*)	Channel 2				X	
Channel 3	0.000 (*)	Channel 3				X	
Channel 4	0.000 (*)	Channel 4				X	
Channel 5	0.000 (*)	Channel 5				X	
Channel 6	0.000 (*)	Channel 6				X	
Channel 7	0.000 (*)	Channel 7				X	
Channel 8	0.000 (*)	Channel 8				X	

Flow Test Calibration						
For the reference standard, enter "UR" for under range and "OR" for over range flow readings.						
	L/min			% Difference	Less than 10%?	
	Ref Std	SASS			Pass	Fail
Channel 1	6.80 (*)	6.80 (*)	0.00	X		
Channel 2	6.80 (*)	6.70 (*)	-1.47	X		
Channel 3	6.80 (*)	6.70 (*)	-1.47	X		
Channel 4	6.90 (*)	6.70 (*)	-2.90	X		
Channel 5	6.80 (*)	6.80 (*)	0.00	X		
Channel 6	6.80 (*)	6.70 (*)	-1.47	X		
Channel 7	6.80 (*)	6.70 (*)	-1.47	X		
Channel 8	6.90 (*)	6.70 (*)	-2.90	X		

Retest after Calibration						
	L/min			% Difference	Less than 10%?	
	Ref Std	SASS			Pass	Fail
Channel 1						
Channel 2						
Channel 3						
Channel 4						
Channel 5						
Channel 6						
Channel 7						
Channel 8						

Reference Standard vs Design Flow						
	L/min			% Difference	Less than 10%?	
	Ref Std	SASS			Pass	Fail
Channel 1	6.80 (*)	6.70 (*)	-1.47	X		
Channel 2	6.80 (*)	6.70 (*)	-1.47	X		
Channel 3	6.80 (*)	6.70 (*)	-1.47	X		
Channel 4	6.90 (*)	6.70 (*)	-2.90	X		
Channel 5	6.80 (*)	6.70 (*)	-1.47	X		
Channel 6	6.80 (*)	6.70 (*)	-1.47	X		
Channel 7	6.80 (*)	6.70 (*)	-1.47	X		
Channel 8	6.90 (*)	6.70 (*)	-2.90	X		

Retest after Calibration						
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Location (*)	Capitol			Date (*)	9/24/2009		
	L/min					Less than 10%?	
	Ref Std		SASS		% Difference	Pass	Fail
Channel 1			6.7				
Channel 2			6.7				
Channel 3			6.7				
Channel 4			6.7				
Channel 5			6.7				
Channel 6			6.7				
Channel 7			6.7				
Channel 8			6.7				

<b>Ambient Temperature Test</b>							
	Degrees C					Less than 2 degrees?	
	Ref Std		SASS		Difference	Pass	Fail
	33.4	(*)	31.7	(*)	-1.7	X	
<b>Retest After Recalibration</b>							

<b>Filter Temperature Test</b>							
	Degrees C					Less than 2 degrees?	
	Ref Std		SASS		Difference	Pass	Fail
Channel 1	32.4	(*)	31.5	(*)	-0.9	X	
Channel 2	32.3	(*)	32.0	(*)	-0.3	X	
Channel 3	32.0	(*)	31.7	(*)	-0.3	X	
Channel 4	32.0	(*)	31.1	(*)	-0.9	X	
Channel 5	32.4	(*)	32.3	(*)	-0.1	X	
Channel 6	32.5	(*)	32.6	(*)	0.1	X	
Channel 7	32.7	(*)	32.7	(*)	0	X	
Channel 8	32.7	(*)	32.7	(*)	0	X	

<b>Retest After Recalibration</b>							
Channel 1							
Channel 2							
Channel 3							
Channel 4							
Channel 5							
Channel 6							
Channel 7							
Channel 8							

<b>Pressure Test</b>							
	mm Hg					Less than 10 mm?	
	Ref Std		SASS		Difference	Pass	Fail
	764	(*)	763	(*)	-1	X	
<b>Retest after recalibration</b>							

Please save workbook file as 19000100\_.xls

Enclosure C - Example Summary  
LDEQ PERFORMANCE AUDIT SUMMARY REPORT

Week of May 24 - 28, 2010 (Page 1 of 3)

**Site Information**

Site:	Baker	Pride	Capitol	Hammond	Convent	French Settlement
AQS Site Code:	220331001	220330013	220330009	221050001	220930002	220630002
Parish:	East Baton Rouge	East Baton Rouge	East Baton Rouge	Tangipahoa	St. James	Livingston
Site Operator:	Remy Boudreaux	Rhonda Braud	Cory Parent	Jay Zuelke	Jennifer Zimmer	Jana Orillon
Date of the Audit:	May 24, 2010	May 24, 2010	May 25, 2010	May 25, 2010	May 26, 2010	May 26, 2010
Auditor(s):						

**Performance Audit Results (Pass/Fail):**

**PM<sub>2.5</sub> (FRM - Routine)**

Leak Check				Pass		
Ambient Temperature				Pass		
Filter Temperature				Pass		
Barometric Pressure				Pass		
Compartment Temperature				Pass		
Flow Rate (15.0 LPM)				Pass		
Flow Rate (16.7 LPM)				Pass		
Flow Rate (18.4 LPM)				Pass		

**PM<sub>2.5</sub> (FRM - Duplicate)**

Leak Check				Pass		
Ambient Temperature				Pass		
Filter Temperature				Pass		
Barometric Pressure				Pass		
Compartment Temperature				Pass		
Flow Rate (15.0 LPM)				Pass		
Flow Rate (16.7 LPM)				Pass		
Flow Rate (18.4 LPM)				Pass		

**PM<sub>10</sub> (BAM)**

Leak Check			Pass			
Ambient Temperature			Pass			
Barometric Pressure			Pass			
Flow Rate			Pass			
Clock/Timer Verification			Pass			

Ozone			Pass		Pass	Pass
Oxides of Nitrogen						
NO <sub>x</sub>			Pass			Pass
NO			Pass			Pass
NO <sub>2</sub>			Pass			Pass
Converter Efficiency			Pass			Pass
Trace CO			Pass			Pass
TSP	Pass					

**PM<sub>2.5</sub> (TEOM)**

Leak Check (Main Flow)		Pass	Pass			Pass
Leak Check (Aux Flow)		Pass	Pass			Pass
Main Flow Rate		Pass	Pass			Pass
Aux Flow Rate		Pass	Pass			Pass
Total Flow Rate		Pass	Pass			Pass
Temperature		Pass	Pass			Pass
Pressure		Pass	Pass			Pass
Mass Transducer (K <sub>o</sub> Const)		Pass	Pass			Pass

**CAR No.**

**Identified Parameter/System**

**Previous Corrective Action Reports (CARs)**

**CAR No.**

**Identified Parameter/System**

# LDEQ PERFORMANCE AUDIT SUMMARY REPORT

Week of May 24 - 28, 2010 (Page 2 of 3)

## Site Information

Site:	Dutchtown	LaPlace	Kenner	Marrero	Chalmette Vista	Chalmette High School
AQS Site Code:	220060004	220850003	220511001	2205112001	220870007	220870009
Parish:	Ascension	St. John the Baptist	Jefferson	Jefferson	St. Bernard	St. Bernard
Site Operator:	Jana Orillon	Doug Wefer	Kim Winters	Rebecca Genter	Peter Cazeaux	Peter Cazeaux
Date of the Audit:	May 27, 2010	May 27, 2010	May 24, 2010	May 25, 2010	May 25, 2010	May 25-26, 2010
Auditor(s):						

## Performance Audit Results (Pass/Fail)

### PM<sub>2.5</sub> (FRM - Routine)

Leak Check			Pass	Pass	Pass	
Ambient Temperature			Pass	Pass	Pass	
Filter Temperature			Pass	Pass	Pass	
Barometric Pressure			Pass	Pass	Pass	
Compartment Temperature			Pass	Pass	Pass	
Flow Rate (15.0 LPM)			Pass	Pass	Pass	
Flow Rate (16.7 LPM)			Pass	Pass	Pass	
Flow Rate (18.4 LPM)			Pass	Pass	Pass	

### PM<sub>2.5</sub> (BAM)

Leak Check					Pass	
Ambient Temperature					Pass	
Barometric Pressure					Pass	
Flow Rate					Pass	
Clock/Timer Verification					Pass	

Ozone	Pass		Pass			
Oxides of Nitrogen						
NO <sub>x</sub>	Pass		Pass			
NO	Pass		Pass			
NO <sub>2</sub>	Pass		Fail			
Converter Efficiency	Pass		Pass			
SO <sub>2</sub>					Pass	Pass
H <sub>2</sub> S						
SO <sub>2</sub> Portion						
H <sub>2</sub> S Portion						Pass
Scrubber Efficiency						Pass
Converter Efficiency						Pass
TSP		Pass				
TSP - Collocated		Pass				

CAR No.	DB7726	Identified Parameter/System
		The NO <sub>2</sub> responses were found to be 18-22% high compared to the audit inputs
		Previous Corrective Action Reports (CARs)
CAR No.		Identified Parameter/System

# LDEQ PERFORMANCE AUDIT SUMMARY REPORT

Week of May 24 - 28, 2010 (Page 3 of 3)

## Site Information

Site:	Hahnville	Houma
AQS Site Code:	220890003	221090001
Parish:	St. Charles	Terrebonne
Site Operator:	Kim Winters	Rebecca Genter
Date of the Audit:	May 26, 2010	May 26, 2010
Auditor(s):		

## Performance Audit Results (Pass/Fail):

### PM<sub>2.5</sub> (FRM - Routine)

Leak Check	-----	Pass
Ambient Temperature	-----	Pass
Filter Temperature	-----	Pass
Barometric Pressure	-----	Pass
Compartment Temperature	-----	Pass
Flow Rate (15.0 LPM)	-----	Pass
Flow Rate (16.7 LPM)	-----	Pass
Flow Rate (18.4 LPM)	-----	Pass

### Ozone

Pass

### CAR No.

### Identified Parameter/System

### Previous Corrective Action Reports (CARs)

### CAR No.

### Identified Parameter/System

## Enclosure D. Audit Level Ranges

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### Concentration Range, ppm

Audit Level	O <sub>3</sub>	SO <sub>2</sub>	NO <sub>2</sub>	CO
1	0.004-0.0059	0.0003-0.0029	0.0003-0.0029	0.020-0.059
2	0.006-0.019	0.0030-0.0049	0.0030-0.0049	0.060-0.199
3	0.020-0.039	0.0050-0.0079	0.0050-0.0079	0.200-0.899
4	0.040-0.069	0.0080-0.0199	0.0080-0.0199	0.900-2.999
5	0.070-0.089	0.0200-0.0499	0.0200-0.0499	3.000-7.999
6	0.090-0.119	0.0500-0.0999	0.0500-0.0999	8.000-15.999
7	0.120-0.139	0.1000-0.1499	0.1000-0.2999	16.000-30.999
8	0.140-0.169	0.1500-0.2599	0.3000-0.4999	31.000-39.999
9	0.170-0.189	0.2600-0.7999	0.5000-0.7999	40.000-49.999
10	0.190-0.259	0.8000-1.000	0.8000-1.000	50.000-60.000



**ATTACHMENT 2**  
**SCHEDULE OF PRICES**  
**"Conduct Performance Audits of Ambient Air Monitoring Sites"**  
**Louisiana Department of Environmental Quality**

<b>Line Item No.</b>	<b>Pay Item Description</b>	<b>Payment Unit</b>	<b>No. of Units</b>	<b>Unit Rate<sup>1</sup></b>	<b>Line Total</b>
1	Commencement Conference	Lump Sum	1		\$ -
2	Commencement Conference Call	Lump Sum	1		\$ -
3	Conduct Performance Audits <sup>2</sup>	Each	163		\$ -
<b>Total Price</b>					\$ -

<sup>1</sup> The rate shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line, and profit.

<sup>2</sup> The number of units is based on the current number of audits required for the monitors (149), increased by 14 for contingency purposes.

**\*ALL BLANKS MUST BE COMPLETED**

**ATTACHMENT 3**

**Form A**

**MONITORING REPORT**

Date: \_\_\_\_\_ Purchase Order No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Project Title: " \_\_\_\_\_ "

Invoice No.: \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_ Balance: \$ \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Total Invoiced to Date: \$ \_\_\_\_\_

**I. WORK COMPLETED TO DATE:**

A. **Scope of Services Outlined by Tasks** (include tasks completed or portion of task completed to date).

**II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:**

A. **Tasks and/or milestones accomplished** (give dates)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Tasks and/or milestones not accomplished with explanation of assessment of:**

1. Nature of problems encountered:

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2. Remedial action taken or planned:

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3. Whether minimum criteria for measure can still be met:

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4. Likely impact upon achievement:

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**III. DELIVERABLES**

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**IV. OTHER DISCUSSION OF SPECIAL NOTE**

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Contractor \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Approval \_\_\_\_\_ Date \_\_\_\_\_  
Department Project Manager



**ATTACHMENT 3  
Form B**

**Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship (LaVet) and  
Hudson Initiative small entrepreneurship (SE-HI) Procurement Reporting**

Contractor: \_\_\_\_\_

Project Title: “ \_\_\_\_\_ ”

Reporting Period: \_\_\_\_\_

Procurement Made By: (check appropriate box)		Name (If Subcontractor)	Business Enterprise: (check appropriate box)		Dollar Value of Procurement	LED Certification Number of Contractor or Subcontractor
Contractor	Subcontractor		LaVet	SE		

A good faith effort has been made to obtain LaVet and/or SE-HI vendor participation:

Signature \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT 5

### REQUIREMENTS OF GRANT NO. BG-986403

#### 1. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process.
- c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f. If the prime contractor awards subcontracts, require the prime contractor to take steps outlined above (a. – e.).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The prime contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.

The prime contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

2. **REPORTING REQUIREMENTS**

- a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted annually by the Contractor on Attachment 5, Form A. The information in the report should cover the period ending September 30<sup>th</sup> and must be submitted within fourteen (14) calendar days of the end of the preceding period.

This report should be submitted to:

Louisiana Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

- b. **Each Contractor must provide their Data Universal Numbering System (DUNS) number by completing Attachment 5, Form B, Transparency Act Reporting Information Form. This form must be provided to the Department within 30 days upon receipt of a fully executed contract .**

This form should be submitted to:

Louisiana Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

**ATTACHMENT 5**  
**Form A**

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**  
**EPA Financial Assistance Agreement Number: \_\_\_\_\_**

1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Services (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

A = Business Services  
B = Professional Services  
C = Repair Services  
D = Personal Services

A good faith effort has been made to obtain MBE/WBE vendors \_\_\_\_\_

Signature \_\_\_\_\_

DATE: \_\_\_\_\_

Annual Reporting \_\_\_\_\_ (Oct-Sept)

**ATTACHMENT 5  
FORM B  
TRANSPARENCY ACT REPORTING INFORMATION FORM**

This form is required for projects funded in whole or in part from federal grants awarded on or after October 1, 2010.

Contractor information:

Name:	
Data Universal Numbering system (DUNS) No.*:	
LDEQ Purchase Order Number:	
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of contractor Utility Service Area:	

\*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	
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DUNS Registration Information: <http://fedgov.dnb.com/webform> OR 1-866-705-5711

Registration is free and can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes. Internet requests are fulfilled within 24 hours. If the contractor has not yet obtained a DUNS Number, please do so immediately. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Description of the project:

\_\_\_\_\_

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did contractor receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	